

## **True Nature Education, Inc. Terms and Conditions - Participants**

You are receiving these Terms and Conditions as a result of your interest in a trip with True Nature Education, Inc. (the “Trip”), which includes any recreational, outdoor, adventure, or other activities included on the Trip (an “Activity” or collectively the “Activities”). Depending on the nature of your Trip, True Nature Education, Inc. may do business as “True Nature Education” or “True Nature Travels.” The use of “True Nature” in these Terms and Conditions refers to True Nature Education, Inc. doing business as “True Nature Education” or “True Nature Travels,” whichever is applicable to your Trip.

Please read the following Terms and Conditions, including the Assumption of Risk and Release of Liability Provisions (collectively the “Terms and Conditions”), carefully. You are responsible for ensuring that you understand the Terms and Conditions. By signing your name (electronically) below and checking the box for the Assumption of Risk and Release of Liability, you acknowledge and agree (i) that you have read and understood these Terms and Conditions (ii) that you have had an opportunity to ask True Nature any questions about these Terms and Conditions, and (iii) that you agree to be bound by these Terms and Conditions.

True Nature Travels may, at any time, revise or change these Terms and Conditions by updating them and either sharing them with new Clients, resharing them with existing Clients, or posting them on its website or other materials.

### **Initial Deposit**

In order to reserve your place on the Trip, you are required to pay a deposit to True Nature (the “Initial Deposit”) upon your registration. True Nature requires the Initial Deposit since reservations for lodging and services must be booked ahead of time. Your place on the Trip is not secured until you pay the required Initial Deposit to True Nature. The Initial Deposit is non-refundable and non-transferable unless otherwise stated in the Cancellation Policy below. The Initial Deposit is applied to the entire cost of Tuition for the Trip.

You will also be required to pay a processing fee at the time of registration. This processing fee is non-refundable and non-transferable.

True Nature is not responsible for any incidental expenses incurred by you as a result of your participation in the Trip, including, but not limited to any expenses associated with visas, vaccinations, travel insurance excess, non-refundable hotel reservations, or non-refundable flights.

### **Tuition**

In addition to the Initial Deposit, in order to maintain your place on the Trip, you are required to pay the remaining Tuition by the dates communicated to you in your registration confirmation letter. **By signing below, you authorize True Nature to charge the credit card provided by you at registration, on the dates specified by True Nature in your registration confirmation letter, for the remaining Tuition payments.**

### **Non-Payment**

True Nature reserves the right to cancel your registration if any required Tuition Payment is not paid by the date communicated to you in your registration confirmation letter. The Cancellation Policy set forth below will apply.

## **Cancellation Policy**

The following Cancellation Policy allows True Nature to comply with its contracts with vendors and in-country travel partners and covers the time and resources spent by True Nature in preparing for and arranging a Trip. If you decide to cancel your participation in the Trip, you are required to notify True Nature of your cancellation via email: info@truenatureeducation.com. **Your credit card will be automatically charged on the dates communicated to you in your registration confirmation letter unless you notify True Nature of your cancellation and your enrollment in the Trip is voided.**

True Nature has adopted the following Cancellation Policy:

- The processing fee paid by you at registration is non-refundable and non-transferable. ● If you notify True Nature of your cancellation at least ninety (90) days before the first day of the Trip, True Nature will refund you fifty percent (50%) of any Tuition paid to True Nature Travel. This refund will not include any portion of the Initial Deposit or the processing fee, which are non-refundable and non-transferable.
- If you notify True Nature of your cancellation less than ninety (90) days before the first day of the Trip, all Tuition paid by you and the Initial Deposit are non-refundable and non-transferable. ● If True Nature cancels a Trip due to low enrollment, you will receive a refund of the Initial Deposit and any Tuition paid by you. You will not receive a refund of the processing fee. ● True Nature reserves the right to reject your booking or to deny your participation in any Trip if True Nature determines, in its sole discretion, that your participation poses a risk to yourself or others or may be disruptive to other participants, a yoga instructor, or any other personnel used by True Nature during a Trip. If True Nature decides to reject your booking and/or deny your participation in a Trip prior to the Trip's starting date, True Nature will refund you the Initial Deposit and any Tuition paid by you. You will not receive a refund of the processing fee. ● Additionally, during a Trip, True Nature may deny your participation in an Activity or the Trip entirely if True Nature believes, in its sole discretion, that your continued participation will be disruptive to the Trip experience, to other participants on the Trip, or the yoga instructor and/or other personnel used by True Nature during a Trip. If you are denied further participation in a Trip after the Trip's starting date, you will forfeit any monies paid to True Nature, including but not limited to the Initial Deposit and any Tuition. You will be solely responsible for any additional expenses incurred by you, including travel expenses, as a result of the denial of your continued participation in a Trip.

## **Chargebacks and Attorneys Fees and Costs**

You agree to these Terms and Conditions, including all structure and details about deposits, payments, and cancellations. Should you cancel your trip and try to claim chargebacks that are counter to these Terms and Conditions, then you will be in breach of this Agreement. If such action were to occur, then True Nature Education will take all steps and efforts to address and dispute such action based on these Terms and Conditions, and you will be responsible for any and all costs and fees incurred by True Nature Education enforcing these Terms and Conditions. Further, should you owe monies under these Terms and Conditions, then you will be responsible for any and all collection costs and fees incurred by True Nature Education, including attorneys fees and costs. Further, should there be a dispute under these Terms and Conditions that escalates to a formal claim, the winning party shall be awarded its incurred attorney's fees and costs by the Court with jurisdiction over that matter.

## **Failure to Respond to True Nature**

Following your registration, True Nature will communicate with you via email regarding travel arrangements, scheduling, and other details about the Trip. True Nature will often request that you respond to these emails. It is important that you respond so that True Nature may confirm your participation and finalize arrangements regarding the Trip. If you have paid the entire Tuition amount but do not timely respond to True Nature's communications with you, True Nature, in its sole discretion, may treat your non-responsiveness as a cancellation.

### **Passport and Visas**

For a Trip involving international travel, you must carry a valid passport and have obtained all of the appropriate visas, permits, and certificates for the countries in which you will visit during the Trip. It is your responsibility to ensure that you have a valid passport and the appropriate visas, permits, and certificates required for the Trip. As a rule of thumb, True Nature suggests that your passport be valid for a minimum of six (6) months after the end date of the Trip. True Nature is not responsible in any manner whatsoever if you are refused entry to a country for any reason, including, but not limited to, because you lack the proper passport, visa, or other travel documentation required to enter the country.

### **Travel Insurance**

True Nature strongly recommends that all participants purchase travel insurance to cover the Trip. At your request, True Nature will assist you in obtaining Trip insurance from our travel insurance partners. You are, of course, free to obtain travel insurance from any company you choose. You are solely responsible for the cost of any travel insurance. You understand that if a Trip is canceled, True Nature's Cancellation policy will apply regardless of whether you have purchased travel insurance.

If True Nature provides you with assistance in obtaining travel insurance, True Nature makes no representations or warranties to you regarding the solvency or financial condition of the insurer. True Nature shall not be liable for any loss or damage resulting from the bankruptcy, insolvency, dissolution, liquidation, winding up, cessation of business, merger, placement into receivership, or business decisions (including denial of claims) of the insurer.

### **Transportation**

True Nature generally arranges group ground transportation for Trip participants to and from lodging center(s) and the airport. However, in order to use this ground transportation, you are responsible for ensuring that your flight arrival and/or departure time falls within the program flight window provided to you by True Nature. You will be informed of the program flight window in True Nature's confirmation as well as the "Time to Book Your Flight" emails.

True Nature requires that you provide your flight itinerary, including your arrival and departure dates and times, at least three (3) weeks prior to the first day of the Trip. If you fail to provide your itinerary to True Nature on time, you automatically forfeit any group transportation reserved by True Nature.

If you fail to provide True Nature with your itinerary on time, decline True Nature's transportation, book flights that do not coincide with the program flight windows, or arrive/depart from a location different from True Nature's required pick-up or drop-off point, True Nature will make efforts to organize private ground transportation for you; however, True Nature cannot guarantee that it will be able to arrange for private ground transportation. If True Nature is unable to arrange for private ground transportation, you are responsible for obtaining your own private transportation. You are solely responsible for any costs or expenses resulting from private ground transportation, regardless of whether such transportation is obtained by True Nature or you.

You will also be solely responsible for any additional fees or costs when a Trip minimum of 10 individuals is not met or if you participate in a customized Trip. True Nature will make reasonable efforts to notify you of these additional fees or costs in advance.

### **Fees and Costs Resulting from Changes in Travel Plans**

True Nature understands that you may have to amend your travel plans for personal reasons, including but not limited to illness, or that your air travel may be changed due to mechanical issues, weather, or missed connections. True Nature is not responsible for any changes to your travel plans. You are solely responsible for any additional fees or costs associated with a change in your travel plans.

If such a change results in you being unable to use the ground transportation previously reserved by True Nature, True Nature will make efforts to organize private ground transportation for you; however, True Nature cannot guarantee that it will be able to arrange for private ground transportation. If True Nature is unable to arrange for private ground transportation, you are responsible for obtaining your own private transportation. You are solely responsible for any costs or expenses resulting from private ground transportation, regardless of whether such transportation is obtained by True Nature or you.

### **Accommodations**

True Nature will make efforts to honor your registration type. However, even if you register for a shared or group occupancy, True Nature cannot guarantee that it will be able to place you with a roommate(s). If, at 90 days prior to the first day of the Trip, True Nature has been unable to place you with a roommate, True Nature will notify you in writing. You will be required to either cancel your registration, at which time True Nature's Cancellation Policy will apply, or upgrade your registration to another occupancy type (for example, from shared occupancy to a single occupancy).

If you elect to upgrade your registration, you will be charged an Upgrade Fee. The Upgrade Fee is 50% of the difference between your original registration rate and the upgraded registration rate. If, after you have paid the Upgrade Fee, True Nature determines that it is able to honor your original occupancy request, True Nature will refund you the Upgrade Fee.

### **Medical/Dietary Needs and Restrictions**

You are responsible for notifying True Nature of any medical and/or dietary needs or restrictions at the time of your enrollment in the Trip. Additionally, while on the Trip, you are also responsible for notifying any Trip staff or personnel of your medical or dietary needs or restrictions. If you are required to take medications and/or dietary supplements, you are responsible for bringing such items with you on the Trip.

If you disclose a medical condition to True Nature, True Nature reserves the right to request documentation from your medical provider regarding your participation in the Trip.

### **Your Trip Package**

You are free to participate or not participate in any Activity or other service available in the Trip package. If you choose not to participate in any Activity or service, you do so of your own volition and are not entitled to a refund for the Activity or service not used. This includes meals, hotel accommodations, excursions, transportation, and any other Activities or services included in the Trip, as listed on True Nature's website.

### **Your Responsibilities**

You represent and warrant that you are qualified, in sufficient health, and in proper physical condition to participate in the Trip and any Activities you engage in while on the Trip. You are ultimately responsible for your own safety and for immediately reporting to True Nature any conditions or other restrictions which might affect your ability to safely participate in the Trip or any Activity. If you become aware of any hazardous condition during the Trip and/or any Activity, you agree to remove yourself from participation and immediately notify the nearest member of True Nature personnel.

### **Talent Release Agreement**

You hereby grant True Nature and its employees, representatives, or agents, the right and permission to use, for any lawful purpose including any True Nature publication, publicity, advertisement, or education (collectively "Publication"), photographs, film, videotape, electronic representations, or sound recordings made of you or your minor child during a Trip, including the identification of your minor child, without any payment or other consideration. You waive any right that you or your minor child may have to inspect and/or approve any Publication in which you or your child is presented. You hereby release, discharge, and agree to hold harmless True Nature and its employees, representatives, and/or agents with respect to any and all claims, demands, and causes of action that you or your minor child have or may have as a result of the Publication. You agree that any Publication shall be the property of True Nature and that True Nature may use the Publication for any purposes anywhere in the world at its sole discretion.

### **Itinerary Changes**

You understand that changes in the itinerary may be made where deemed advisable, in True Nature's sole discretion, for the comfort and well-being of all participants, or because of known causes that could impede or be hazardous. Such change may be due to rules or regulations of True Nature, the venue or the destination, our decision making, or simply necessary due to unforeseen and unexpected events. True Nature will make efforts to communicate these changes to you.

### **Inherent Risks**

All possible activities and excursions on True Nature Education, Inc. trips, including, but not limited to, yoga, zip-lining, surfing, snorkeling, horseback riding, hiking, kayaking, river and ocean boating, jungle wildlife tours, city tours, waterfall excursions, biking, cooking, and fishing involve inherent, known, and unknown risks that could result in serious physical or emotional injury, permanent disability, paralysis, and even death. In addition to activities of or available for the Retreat, you will be traveling internationally and potentially visiting places where the political, cultural and geographical attributes present challenges and dangers. Weather may be involved on trips and inherent risks with respect to the outdoors and weather, including involvement in travel and adventure activities exist as dangers to participants. Further, in today's public health climate there may be individual, trip, or activity changes necessary due to changes in the health of the Retreat Leaders, Trip Guides or Participants, whether due to regulations or rules or simply due to health implications, including, but not limited to, activity cancellation(s), changes, and/or postponements and You agree that such risks exist and will not make or have any claims if they occur.

### **Uncontrollable or Unforeseen Acts**

Certain events may occur, including but not limited to natural disasters, political instability, strikes or other labor difficulties, insurrection, war, riots, acts or threats of terrorism, disease epidemics or outbreaks, other disturbances, or other acts of God (a "Force Majeure Event") which are beyond True Nature's

control. True Nature reserves the right to cancel any Trip or Activity which, in True Nature's sole discretion, is rendered unsafe or otherwise unviable due to a Force Majeure Event.

Depending on the nature of the Force Majeure Event, True Nature may allow the Trip to continue with any necessary modifications or may allow you to cancel your participation in the Trip. True Nature will provide information to you about any actual or anticipated Force Majeure Event.

With regard to travel to and from any destination and the provision of activities while at any destination, True Nature Education, Inc. shall not be liable for any cancellation or interruption of activities or other programming or loss or damage to You resulting from unforeseen causes, including, but not limited to, (i) Acts of God; (ii) from mobs, riots, or civil disturbances; (iii) from acts of war, aggression, or public enemies; (iv) from the staff, retreat leaders, trip guides, trip participants or agents of True Nature Education, Inc. getting sick or quitting employment during the trip; (v) Trip participants getting sick, or (vi) from strikes or other labor difficulties.

In the case of cancellation prior to a trip, should it be able to, True Nature Education, Inc. will work to obtain refunds of your payments expended to secure reservations in any destination and to return such refunds to you. However, it may not be possible to obtain such refunds, in which case Your payments are non-refundable. You will have the option of canceling your participation in the trip prior to the trip, according to Our Cancellation Policy. You may also agree to continue your participation in the trip as it may be modified as a result of such uncontrollable or unforeseen act and, in which case, you may not make any claims for reimbursement or discount. In addition, if you have purchased trip insurance, whether True Nature Education, Inc. acted as the agent or not, neither True Nature Education, Inc. shall be liable for any loss or damage to you resulting from the bankruptcy, insolvency, dissolution, liquidation, winding up, cessation of business, merger, placement into receivership, or business decisions (including denial of claims) of your insurer.

### **True Nature's Vendors**

True Nature partners with third-party vendors around the world, whether it be service providers or outfitters providing direct services and experiences to you, hospitality services and locations, or other service providers like insurance providers or travel agents.. While True Nature may refer and recommend certain vendors these are independent companies that are not a part of True Nature and with which True Nature does not have a direct commercial relationship or from whom True Nature receives any kind of compensation. True Nature is not responsible for contracts and agreements made between our clients and these vendors directly, and in most circumstances, is unable to communicate directly with these vendors about personal contracts and agreements made with our clients as these are private and confidential contracts. Outside of the trip details provided as part of your Trip, True Nature makes no representations, warranties, or other commitments whatsoever about any external third-party vendors with whom you may have a commercial, contractual, or experiential relationship. In addition, True Nature is not a party to or responsible for any transactions you may enter into with third parties, even if you learn of such parties (or use a link to such parties) from True Nature. Accordingly, you assume the risk of using external third-party vendor services or content not directly contracted by True Nature and you acknowledge and agree that True Nature is not responsible or liable for any content, services, products, or other materials on or available from third-party vendors. Please understand that any third-party vendor is independent from True Nature, and that True Nature does not control the content, services, or actions by such third-parties except for that for which True Nature directly contracts on your behalf and will be responsible for and

take efforts to enforce, subject to flexibility required by external events or impacts.

### **Travel, Weather, Pandemics, or Other Natural Disasters**

True Nature Education Inc. will do its best to assist in the case of travel delays or cancellations and during times of severe weather or during a natural disaster, including, but not limited to pandemics or other public or personal health implications that affect the Trip. True Nature Education Inc. does not take responsibility or offer discounts in the event of a power outage or an evacuation due to weather or natural disasters, including but not limited to pandemics or other public or personal health implications to Retreat Leaders, Trip Guides, Participants and other agents of True Nature that affect the Trip.

True Nature Education Inc. does not discount for travel delays or cancellations caused by events outside of its control. True Nature Education Inc. highly recommends travel insurance to cover those possible losses.

### **COVID-19 Pandemic**

Beginning in late 2019, the world experienced a pandemic resulting from the virus COVID-19 that is affecting and will continue to affect travel worldwide. You are fully aware of the current global COVID-19 virus outbreak, the current travel restrictions, and inherent risks involved when choosing to travel. You are aware that it is Your personal decision to travel and in doing so with full knowledge of travel recommendations, restrictions, regulations, and risks with regards to COVID-19, any COVID variants, other viruses, and illnesses, as well as the possibility of future travel restrictions, and take full responsibility for Your actions with regards to booking our Trip and traveling. By registering for this retreat, you understand that COVID-19 and any variants may be present at the time of your Retreat, and that there may need to be cancellations, postponements, rescheduling, or other Trip or Activity modifications.

In the event that a Trip or Activity is postponed as a result of COVID-19 or a similar virus, including government regulations, such as travel restrictions or border closures, or based upon True Nature's sole determination that the safety of participants could be endangered, you will be provided an opportunity to transfer your registration to the postponed date of the Trip or Activity. If you elect to transfer your registration but later decide to cancel your registration for the postponed Trip or Activity, True Nature's Cancellation Policy will apply to any amounts previously paid by you to True Nature.

In some cases, True Nature may offer a credit balance for paid tuition amounts, but refunds outside of the cancellation terms will not apply. It is the responsibility of all participants to purchase travel insurance to protect their retreat investment. The Cancellation Policy remains in effect if you choose to cancel your registration for any reason, including but not limited to travel advisories, vaccination mandates, travel restrictions imposed by employers, fear of travel, personal illness, etc.

True Nature shall not be liable for any loss or damage suffered by you, including but not limited to the loss of an Initial Deposit and/or Tuition, as a result of COVID-19 and/or the cancellation of a Trip or Activity due to COVID-19 or a similar virus. True Nature will make reasonable efforts to provide you with any information about COVID-19's actual or anticipated effects on a Trip or Activity.

Further, in consideration of the travel planning services provided to You and with full knowledge and acceptance of the risks associated with travel, You, on behalf of themselves, their minor children, and any personal representatives, heirs, and next of kin (hereinafter referred to as “Client”) hereby (1) assumes all risks related to and that may emanate out of such travel and programming and (2) releases, indemnifies, holds harmless and covenants not to sue True Nature Education, Inc. dba True Nature Travels (“Company”), its officers, employees, volunteers, agents, representatives, and any other person involved either directly or indirectly, from all claims, suits, expenses, attorney fees and demands of any nature (including negligence) caused by, deriving from, or associated with Your travel. You make these covenants, assumption of risk, release and waivers knowingly and voluntarily. It is further understood and agreed that this COVID-19 Travel Assumption of Risk, Release and Waiver of Liability, and Indemnity Agreement is to be binding on Your heirs and assigns and You sign it of Your own free will.

You also understand and agree that any and all information provided by True Nature Education is made available solely for general information purposes. True Nature Education does not warrant the accuracy, completeness, or usefulness of this information. True Nature Education disclaims all liability and responsibility arising from any reliance placed on such information. Any reliance that You place on such information is strictly at Your own risk. You understands that it is Your responsibility to check the latest travel information regarding the COVID-19 outbreak with the CDC (<https://wwwnc.cdc.gov/travel/notices>), the governmental agencies of any location that You are traveling to or through, and with all Travel Suppliers, including but not limited to: airports, airlines, hotels, cruises lines, tour agencies, transfer agencies and/or any other provider involved in Your booking. **YOUCLIENT HEREBY RELEASES, WAIVES, DISCHARGES AND AGREES NOT SUE** True Nature Education for consequences of these travel warnings, restrictions and rules, failure to enforce travel warnings, restrictions and rules, as well as travel warnings, restrictions and rules changing without notice.

**YOU HEREBY RELEASE, WAIVE, DISCHARGE AND AGREE NOT SUE** True Nature Education for all consequences of traveling related to COVID-19, including but not limited to: travel warnings, travel restrictions, travel rules, illness, death, property damage, financial loss, costs, penalties, fees, fines, cancellations, postponements, quarantines, health regulations and/or screenings, regardless of whether these consequences are imposed by governmental agencies of the locations to which You are traveling to and through and/or Travel Suppliers, including but not limited to: airlines, airports, hotels, cruises lines, tour agencies, transfer agencies, and/or any other provider involved in Your booking. You further agree not to institute a credit card dispute or “charge back” to Company for any of these reasons.

You acknowledge and understand that traveling may result in a higher risk of contracting COVID-19. You agree and acknowledge that traveling may involve inherent danger and risk, including, without limitation, the risk of physical illness or injury, death, or property damage. **YOU HEREBY ASSUME FULL RESPONSIBILITY FOR, AND RISK OF ILLNESS, BODILY INJURY, DEATH, OR PROPERTY DAMAGE** to the You due to negligence, active or passive, or otherwise while traveling.

You understand that it is Your responsibility to obtain travel insurance to ensure You have coverage for all medical needs and trip cancellation. However, You are aware that travel insurance generally only covers unforeseen events. Most insurers classify COVID-19 as a 'known event' and will not cover COVID-19 related cancellations, delays, quarantines, or additional costs or fees. Most policies also have a specific



clause stating they do not cover epidemics and pandemics, especially when travel warnings are in place. Additionally, concerns or fear of travel is not a covered reason for cancellation and will not be covered by travel insurance. You understand that You are bound by the terms of the insurance policy as it relates to Coronavirus/COVID-19. You hold Company harmless for Your election to not purchase travel insurance and/or any denial of claim by travel insurer as it relates to COVID-19 or any other claim under the policy.

YOU HEREBY AGREE TO INDEMNIFY AND HOLD HARMLESS True Nature Education, its directors, officers, employees, volunteers and agents (“Released Parties”) from and against any and all costs, expenses, damages, claims, lawsuits, judgments, losses, and/or liabilities (including attorney fees) arising either directly or indirectly from or related to any and all claims made by or against any of the Released Parties due to any loss, damage, or injury, including property damage, personal illness or death, related to the travel services provided by Company, whether caused by the negligence of the Released Parties, any third parties, or otherwise specifically related to COVID-19.

### **Theft**

True Nature assumes no responsibility for theft or other loss suffered by you during the Trip. You are responsible for ensuring the security of any and all personal property during a Trip or Activity.

### **Miscellaneous Provisions**

These Terms and Conditions, including the Assumption of Risk and Release of Liability Provision, shall in all respects be interpreted, enforced, and governed under the laws of North Carolina. In the event of any dispute arising hereunder, the exclusive venue shall be a court of competent jurisdiction in Buncombe County, North Carolina. You agree that these Terms and Conditions shall be binding upon and inure to the benefit of your heirs, personal representatives, successors, and assigns, and shall inure to the benefit of True Nature and its successors and assigns.

### **ASSUMPTION OF RISK AND RELEASE OF LIABILITY PROVISION**

I intend to participate in a True Nature Education, Inc. trip (the “Trip”), including any activities or services available to and selected by me during the Trip. In consideration for my participation in the Trip, to which I agree I am not otherwise entitled to participate, I hereby agree as follows:

1. I am responsible for reviewing and understanding all relevant travel information regarding the Trip, including but not limited to the itinerary provided to you by True Nature Education, Inc. (“True Nature”). I acknowledge and agree that my decision to participate in the Trip is voluntary and that I have reviewed and understood all information about the Trip, including but not limited to the itinerary, provided to me by True Nature. I further agree that I have had an opportunity to ask True Nature any questions about the Trip.
2. I understand and acknowledge the Trip is adventurous in nature, involving international travel and activities such as yoga, zip-lining, surfing, snorkeling, horseback riding, hiking, kayaking, river and ocean boating, jungle wildlife tours, city tours, waterfall excursions, biking, cooking, and fishing (the “Activities”).
3. I understand acknowledge that there is risk, inherent or otherwise, of injury, illness, or death, when I choose to participate in the Trip and/or any Activities available on the Trip, and that such risk cannot be eliminated without changing the nature, value, and appeal of the

Trip and/or the Activities. **I acknowledge and voluntarily assume all risk of accident, injury, illness, death, or damage to my person which may be caused by, incurred from or in any way related to my participation in the Trip and/or the Activities.**

4. In consideration for my participation in the Trip, I, on behalf of myself and my heirs, executors, administrators, assigns, and any and all other persons claiming by and through me, hereby covenant not to sue and fully and forever release and discharge True Nature Education, Inc. and its officers, directors, shareholders, agents, members, employees, former employees, and representatives (hereinafter collectively referred to as “True Nature and Representatives”) from any and all claims, demands, damages, losses, actions, suits, causes of action, debts, costs, expenses, attorneys’ fees, judgments, and all other liabilities that may arise from my participation in the Trip and/or any available Activities. This release extends to claims arising from any cause whatsoever, including but not limited to negligence of True Nature and Representatives, breach of contract, and/or products liability, excepting gross negligence or intentionally wrongful conduct. True Nature shall not be liable for any indirect, special, incidental, or consequential damages or loss.
5. I hereby agree to hold harmless and indemnify (that is, defend and pay, including costs and attorneys’ fees) True Nature and Representatives from liability for any claim, including damage to property or personal injury, illness, or death, of any third party (including co-participants) arising from or in any way related to my participation in the Trip and/or the Activities. This indemnity includes claims arising from negligence (excluding gross negligence or intentionally wrongful conduct) of True Nature and Representatives.
6. In the event of an emergency resulting from, arising from, or in any way related to my participation in a Trip or Activity, I hereby authorize True Nature and Representatives to secure from any hospital, physician, or other medical provider selected by True Nature any treatment deemed by such healthcare provider as necessary for my immediate care, including but not limited to hospitalization, anesthesia, surgery, or injections. I agree that I will be solely responsible for the payment of any and all medical services rendered to me pursuant to this Paragraph 6. True Nature will also make reasonable efforts to contact the individual I provided as my emergency contact.

YOU further expressly agree that the foregoing Terms and Conditions, including any and all ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY AND INDEMNITY language, shall be governed by and construed in accordance with North Carolina law with venue in Buncombe County, North Carolina, and that if any of the provisions hereof are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Waiver of Liability as a whole. This waiver remains in effect until the State of North Carolina limits all COVID-19 related mandates.

I HAVE CAREFULLY READ AND VOLUNTARILY SIGN THIS ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT AND FURTHER AGREE THAT NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENT APART FROM THE FOREGOING WRITTEN AGREEMENT HAVE BEEN MADE. I AM AWARE THAT BY AGREEING TO THIS AGREEMENT I AM GIVING UP VALUABLE LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES FROM THE COMPANY IN CASE OF ILLNESS, INJURY, DEATH, OR

PROPERTY LOSS OR DAMAGE, INCLUDING, FOR THE AVOIDANCE OF DOUBT AND WITHOUT LIMITATION, EXPOSURE TO COVID-19 WHILE TRAVELING AND ANY ILLNESS, INJURY, OR DEATH RESULTING FROM IT. I AM FULLY INFORMED OF THE RISKS INVOLVED IN TRAVELING TO DECIDE WHETHER TO SIGN THIS DOCUMENT. I UNDERSTAND THAT THIS DOCUMENT IS A PROMISE NOT TO SUE AND A RELEASE OF AND INDEMNIFICATION FOR ALL CLAIMS.

If you have any questions about these Terms and Conditions, including the Assumption of Risk and Release of Liability Provisions, feel free to contact True Nature Education, Inc. at [Info@truenatureeducation.com](mailto:Info@truenatureeducation.com).

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