



## Participation Agreement, Activity Release, Waiver and Assumption of Risk Agreement

This AGREEMENT is made on \_\_\_\_\_, 2020 by and between Wanderful Retreats, TOUR OPERATOR, and \_\_\_\_\_, PARTICIPANT.

### RECITALS

This AGREEMENT is entered into based upon the following facts, circumstances and understandings:

A. PARTICIPANT desires to enroll in and participate in an art retreat hosted by TOUR OPERATOR; and

B. TOUR OPERATOR is willing to have PARTICIPANT enroll.

WHEREFORE, in consideration of the facts, circumstances and understandings set forth above and the terms and conditions set forth herein, the parties, intending to be legally bound, hereto agree as follows:

### 1. PRICE, LOCATION & SERVICES

**1.1. Price.** The Price for each Participant shall be \$ \_\_\_\_\_.

**1.2. Location.** Locations for events shall vary, but may include vineyards, wineries, backyards, private homes, event centers and other local and overseas businesses. Some of these locations may be remote and include walking over rough terrain; please wear appropriate attire and shoes. Additionally, handicapped access may or may not be available at each location. If PARTICIPANT requires handicap access, please contact TOUR OPERATOR at least one week prior to the event to make arrangements.

### 2. PARTICIPATION RULES

**2.1. Conduct.** PARTICIPANT is expected to conduct him or herself in an appropriate manner at all times. Event locations may have specific rules which PARTICIPANT agrees to comply with and follow at all times. TOUR OPERATOR events are open to all skill levels and intended to be fun and engaging. Negativity or criticism of another participant's work will not be tolerated and the offender will be asked to leave immediately.

**2.2. Indemnification.** PARTICIPANT acknowledges that vineyards, private homes and other event locations may contain hazards, both known and unknown, foreseeable and unforeseeable. Consequently, PARTICIPANT agrees to hold TOUR OPERATOR and its agents, heirs, assigns and employees harmless and shall indemnify the same from and against any and all costs, claims, losses, recoveries, deficiencies, injuries, liabilities, legal and/or administrative proceedings, including attorneys' fees and costs arising from or relating to

PARTICIPANT's enrollment and involvement in a WANDERFUL RETREATS event. Further, PARTICIPANT agrees to the following:

I VOLUNTARILY ASSUME ALL RISK, KNOWN AND UNKNOWN, OF INJURIES, HOWEVER CAUSED, EVEN IF CAUSED IN WHOLE OR IN PART BY THE ACTION, INACTION, OR NEGLIGENCE OF THE RELEASED PARTIES TO THE FULLEST EXTENT ALLOWED BY LAW.

### 3. MISCELLANEOUS

**3.1. Law & Venue.** This Agreement is executed in the State of California and shall be subject to and interpreted under the laws of the State of California. The parties agree that any suit filed in connection with this agreement shall be heard in the Superior Court of Santa Barbara County, State of California.

**3.2. Entire Agreement.** This Agreement contains the entire understanding and agreement of the parties, and there have been no promises, representations, warranties or undertakings by either party to the other, oral or written, of any character or nature, except as set forth herein.

**3.3. Attorneys' Fees.** In any action to interpret, enforce or related to this Agreement, the prevailing party shall be entitled to attorneys' fees and costs.

**3.4 General.** TOUR OPERATOR and its affiliated entities and its employees, shareholders, officers, directors, successors, agents, and assigns, neither own nor operate any person or entity which is to, or does, provide goods or services for these trips or tours. Because TOUR OPERATOR does not maintain any control over the personnel, equipment, or operations of these suppliers, TOUR OPERATOR assumes no responsibility for and cannot be held liable for any personal injury, death, property damage, or other loss, accident, delay, inconvenience, or irregularity which may be occasioned by reason (1) any wrongful, negligent, willful, or unauthorized acts or omissions on the part of any of the tour suppliers, or other employees or agents, (2) any defect in or failure of any vehicle, equipment, instrument owned, operated or otherwise by any of these suppliers, or (3) any wrongful, willful or negligent act or omissions on any part of any other party not under the supervision or control of the Operator.

**3.5 Photo Release.** PARTICIPANT agrees to having photos taken during the retreat. PARTICIPANT has the right to indicate whether or not they wish to have these photos published by TOUR OPERATOR. Publication of said photos can include, but is not limited to: website photo albums, website photo banners, social media posts, advertisement posts, paper advertisements and paraphernalia. PARTICIPANT will have access to all photos taken during the retreat for their own use and distribution, so long as the photos are not used or replicated with the intention of selling. If PARTICIPANT is photographed and does not wish to have their photo used in this manner, please indicate to TOUR OPERATOR prior to departure.

PARTICIPANT acknowledges his or her consent to the terms of this Agreement and agrees to be bound hereby.

\_\_\_\_\_  
DATED:

\_\_\_\_\_  
PARTICIPANT NAME:

\_\_\_\_\_  
DATED:  
RETREATS

\_\_\_\_\_  
Chelsea Ward, Owner/Operator WANDERFUL

**Participant Information:**

Full Name (First/Middle/Last): \_\_\_\_\_

Birthday: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ (optional) Preferred Name or Nickname: \_\_\_\_\_

**Mailing Address:**

Street Address: \_\_\_\_\_ City: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_ Country: \_\_\_\_\_

Phone: (        ) \_\_\_\_\_ Email: \_\_\_\_\_

**Emergency Contact:**

Name of contact: \_\_\_\_\_

Relationship to Participant: \_\_\_\_\_ Email: \_\_\_\_\_

Phone #: (        ) \_\_\_\_\_ Alternate Phone #: (        ) \_\_\_\_\_

**Photo Release Preference:**

As mentioned above, we will be photographing and filming during the retreat and you may end up being in photographs. We will be sharing these photographs with the group in a private DropBox following the end of the retreat, and hope to gather some of your photos as well to share with the rest of the group and on our social media channels. You can indicate to us if there are specific photos of you that you do not wish to be shared as well (for example, group photos are okay but solo photos are not).

**Do you prefer (check all that apply):**

- Yes, you may photograph and film me during the retreat.
- No, please do not photograph or film me during the retreat.
- If photographed, I am okay with these photos being shared on social media, the website, etc.
- If photographed, please do not share photos of me on social media, the website, etc.

Other: