TERMS AND CONDITIONS

AND CANCELLATION AND REFUND POLICY

RETURN TO NATURE FAMILY DAY RETREAT, 18 MAY 2019, SUNSHINE COAST HOSTED BY PRIMAL INFLUENCE

GENERAL TERMS AND CONDITIONS

These Terms and Conditions and Cancellation Policy apply to the exclusion of any other conditions proposed by the Guest, unless otherwise agreed by Primal Influence and the Guest in writing. By attending this event you consent to these Terms and Conditions.

ACCIDENT WAIVER AND RELEASE OF LIABILITY

I HEREBY ASSUME ALL OF THE RISKS OF PARTICIPATING AND/OR VOLUNTEERING IN THIS ACTIVITY OR EVENT, including by way of example and not limitation, any risks that may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective equipment or property owned, maintained, or controlled by them, or because of their possible liability without fault.

I certify that I am physically fit, have sufficiently prepared or trained for participation in the activity or event, and have not been advised to not participate by a qualified medical professional. I certify that there are no health-related reasons or problems which preclude my participation in this activity or event.

I acknowledge that this Accident Waiver and Release of Liability Form will be used by the event holders, sponsors, and organisers of the activity or event in which I may participate, and that it will govern my actions and responsibilities at said activity or event.

In consideration of my application and permitting me to participate in this event, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows:

- (A) I WAIVE, RELEASE, AND DISCHARGE from any and all liability, including but not limited to, liability arising from the negligence or fault of the entities or persons released, for my death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter occur to me including my traveling to and from this event, THE FOLLOWING ENTITIES OR PERSONS: Clint Bauer and Aimee Clark and/or their directors, officers, employees, volunteers, representatives, and agents, the activity or event holders, activity or event sponsors, activity or event volunteers;
- (B) I INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE the entities or persons mentioned in this paragraph from any and all liabilities or claims made as a result of participation in this activity or event, whether caused by the negligence of release or otherwise.

I acknowledge that Clint Bauer and Aimee Clark and their directors, officers, volunteers, representatives, and agents are NOT responsible for the errors, omissions, acts, or failures to act of any party or entity conducting a specific event or activity on behalf of this Event.

I acknowledge that this activity or event may involve a test of a person's physical and mental limits and may carry with it the potential for death, serious injury, and property loss. The risks may include, but are not limited to, those caused by terrain, facilities, temperature, weather, condition of participants, equipment, vehicular traffic, actions of other people including, but not limited to, participants, volunteers, spectators, coaches, event officials, and event monitors, and/or producers of the event, and lack of hydration. These risks are not only inherent to participants, but are also present for volunteers.

I hereby consent to receive medical treatment which may be deemed advisable in the event of injury, accident, and/or illness during this activity or event.

I understand that at this event or related activities, I may be photographed. I agree to allow my photo, video, or film likeness to be used for any legitimate purpose by the event holders, producers, sponsors, organisers, and assigns.

The accident waiver and release of liability shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

ITEMS TO BRING

Each family must bring the following items for each person:

- Camp/folding outdoor chair
- Refillable water bottle with lid
- Cushion or towel to sit on

All Guests must arrive between 9:45am and 10am AEST on Saturday 18 May 2019.

The Event commences at 10am and all Guests need to ensure sufficient travel time is given to arrive on time.

The Event ends Saturday 18 May 2019 with Guests required to leave the premises by 4pm AEST, taking all their own belongings with them.

PAYMENT

Early Bird prices are \$150.00 for one adult and one child, and \$55.00 for each extra family member, only available for bookings made online from 27 March 2019 to 22 April 2019.

Regular prices are \$180 for one adult and one child, and \$80 for each extra family member, available for bookings made online from 23 April 2019 to 15 May 2019.

The extra Guest bookings must be for family members as this is family bonding event.

The total amount of the booking is required to be paid in one transaction. However, should another family member wish to attend after the booking and payment has been made the person who made the booking originally may advise Primal Influence via EMAIL only (info@primalinfluence.com) they would like to book in and pay for another family member separately. The Early Bird and Regular prices and dates apply to all bookings.

Payment is required via BANK TRANSFER within 48-hours after Primal Influence sends the booking confirmation and payment details email, and must be received by Primal Influence no later than 15 May 2019.

No other payment methods are accepted (PayPal, credit card etc).

Registration may be transferred to another family, not yet registered to attend the Event, at any time between 27 March 2019 and 14 May 2019 as long as Primal Influence is made aware of the cancellation of original Guests via email and the new Guests completes the online Registration Form and provides other essential information as requested by Primal Influence. Responsibility for exchanging funds is between the original Guests and new Guests and all standard Cancellation and Refund Policy inclusions apply.

Paper tickets will not be issued. Registration confirmation is in the form of email from Primal Influence.

CANCELLATION AND REFUND POLICY

Primal Influence reserves the right to cancel, postpone or reschedule the event within 48 hours' notice to the Guests other than in the case of emergency or the existence of other conditions (inducing adverse weather and site conditions), in which case Primal Influence may cancel the Event with less notice. If the Event is cancelled, postponed or rescheduled by Primal Influence at any time Guests can choose to transfer any payment made to the next Event date or to receive a full refund of all monies paid by requesting in writing to info@primalinfluence.com.

Refunds are available after the original date of the Event has passed and will be paid within fourteen (14) days of the last day of the original Event date via bank transfer. Guests must include bank name, account name, BSB and account number in email requesting refund.

Cancellation must be made in writing to info@primalinfluence.com. Refunds will be given in accordance to the following:

- Cancellation up to and including 13 May 2019 will be refunded.
- Cancellation from 13 –18 May 2019 receives NO REFUND.

CHEMICALS

The use of chemical insect repellent is prohibited. Primal Influence will provide a natural product for Guests to use.

FIRES / FIREWORKS

Under no circumstances are fireworks to be brought to or set alight at this Event. Failure to abide by this requirement may lead to criminal charges and Guests responsible for bringing and/or setting alight fireworks will be asked to immediately leave the Event. Ad hoc fires are not to be built/lit apart from those organised by the Hosts of the Event. Guests are not permitted to stoke or have any direct interaction

with fires managed by the Hosts except in the case of cooking food (such as toasting marshmallows) under the direction and supervision of Hosts

LOSS AND DAMAGES

Guests accept full responsibility for the condition of all items owned and/or provided by Primal Influence used during the Event and will be liable for any damage incurred, or loss of said items. All goods lost, damaged or stolen (howsoever caused) must be paid for by the Guests.

Guests agree to take care of the venue and all man-made and natural objects and structures. Guests may be liable for any damage incurred to any part of the venue space during the Event period.

THE ENVIRONMENT

Even though the venue is a private residence, it's in a bush setting surrounded by trees and creeks, so there is a very good chance Guests may encounter snakes, insects and other wildlife. It is the responsibility of each Guest to take appropriate measures to protect themselves from insect bites and to use common sense in terms of venturing into the surrounding bushland and creeks where snakes and other animals may be.

Guests must treat the environment with respect at all times so all Guests and Hosts can leave the area as it was found.

ALCOHOL / DRUGS

Guests will <u>not</u> bring or consume or distribute any alcoholic beverages at the Event. Any use of illicit drugs is illegal and will not be tolerated at the Event.

ERECTION OF SHELTERS

No shelters or gazebos are to be brought in or erected by Guests.

PETS

No pets are allowed at the Event.

SMOKING

Smoking is prohibited at the Event.

FIRST AID

A certified First Aider will be present at the Event in the case of emergencies as well as a First Aid Kit.

AGE + PHYSICAL ABILITY

Children 5 - 13 years of age and their parent/s and/or guardian/s may register for and attend the Event.

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