

## **Terms and conditions of participation**

All participants must make themselves aware of these terms & conditions & accept the risks associated with the retreat activities. Each participant must be responsible for taking out the appropriate personal accident, holiday & cancellation insurance for the full duration of the retreat, this is a condition of booking one of our retreats.

The formalization of enrollment in Unleash Your Power at the St. James Path (hereinafter "The program") requires and implies full acceptance of the following terms and conditions:

1. The Program is developed and promoted by Mariana Ferrari INC. (hereinafter "The Organization", established in the city of Miami, Florida in the United States. The organization, is a company dedicated to the personal and professional development of people, which provides training, coaching and motivational conferences and live events around the world.
2. Customers (hereinafter "participants") are persons of legal age who attend The program.
3. The Organization is not responsible for accidents or damages that participants may suffer. The participant certifies that he has travel assistance insurance for illness and accidents for a minimum amount of US \$ 50,000 (fifty thousand US dollars), as required by EU countries.
4. The Participants declare that they are in perfect health and have no physical or psychological impediments that may hinder their participation in the Program, exonerating the Organization from any and all responsibility for problems arising from their health or psychological status.

5. SERVICES: The Organization reserves the right to alter the content of the services at any time without notice to the participant due to certain factors, including, but not limited to the weather, staff, & any physical fitness of the participant.

Any information on / about the services published by the Organization for literature & website use is designed for promotional purposes only.

If the participant elects not to participate in any of the services being provided, the Organization has no obligation to provide an alternative activity or service & the participant will not be entitled to a refund.

If the Organization believes that a participant's health & safety is at risk, or a participant has failed to disclose any relevant health information in accordance with these terms & conditions, the Organization may at its absolute discretion make decisions affecting the participant & where necessary may terminate the contract immediately.

The participant must refrain from any illegal act or any conduct physical or verbal which may give offense or cause danger or damage to any person or property. If the Organization or any of its team, venue staff, consultants or agents become aware of any such action then the Organization or any of its team, venue staff consultants or agents may at their absolute discretion have the participant immediately removed from any property or facility without refund or compensation. The Organization will have no liability whatsoever to the participant under such circumstances.

6. LIABILITY: None of the exclusions & limitations in these conditions are intended to limit any rights the participant may have under statute or common law which may not be excluded, nor in any way to exclude or limit liability to the participant for personal injury or death resulting from the Organization negligence or that of its employees or agents, or for any liability incurred as a result of fraud or fraudulent misrepresentation by the Organization.

The participant understands that attending any activity, adventure, out of Country travel or service involves some level of risk. These risks include but are not limited to physical injury or even death. By attending any such activity, adventure, out of Country travel or service involving the Organization the participant agrees to assume these risks & agrees to release & discharge the Organization from any & all claims for liability.

Neither the Organization nor the venue will be liable for any loss or damage to any personal property belonging to the participant during the duration of the retreat.

\*\*\*It is the sole responsibility of the participant to purchase full & adequate medical, personal injury & holiday insurance for the full duration of their stay at the venue. Confirmation with the participant's health provider is required for out of Country travel.

All participants must refrain from any illegal act, substance or conduct or language unbecoming, which may give offense to a team member or other participant or any act which may cause damage to property. If the Organization or any of the retreat staff, or participant become aware of any such act / conduct then the Organization & retreat staff may, at their absolute discretion, ask the participant to leave the premises, property or facility, this will be without refund or compensation to the participant, in these circumstances the Organization will have no further responsibility or liability to the participant.

7. Participant Behavior. The Organization reserves the right to withdraw a Participant before or during the course of the program, if it does not comply with the rules and conditions expressed in these terms and conditions.

8. Media: The images and materials collected by the Organization during the Program may be used by Mariana Ferrari INC in future promotional materials. Participants accept that Mariana Ferrari INC captures, reproduces, uses and communicates, publicly and without any cost, their personal image collected during the Program.

#### 9. Intellectual property: the program and intellectual property rights

is a business and personal development program that has live and/or recorded sessions to which the participant has access.

The program is for individual and personal use. Each participant has the right to access the provided material only and exclusively on a personal basis and agrees not to distribute the information or materials received in the Program. This program and all of its materials are protected by the International Intellectual Property Rights law and any copy, reproduction and / or misuse will be punishable by law.

The reproduction and / or distribution of all the material of The Program is illegal. Any type of infraction, including distribution and / or reproduction without monetary gains, will be investigated by the FBI and will be punished with fines and federal prison sentences.

#### 10. Registration Payment

Participation in this program implies and requires full payment of the program cost 4 weeks before the commencement of the Program, unless agreed otherwise on confirmation of booking.

In the event that the balance is not paid the Organization; will have the discretion to treat the booking as cancelled by the client & to re-sell the retreat position, the fee paid by the participant will be retained by the Organization as understood by the participant. The Organization will charge a late payment fee to those participants who do not pay in full within the time frame specified in the payment terms & conditions. Late fee payment will be charged at \$50.00 per person/per day of late payment.

Should a participant not pay in full within 30 full days in advance of a retreat start date then the Organization will have the right to cancel the reservation without notice or compensation, in this case no payment will be returned and no refund given.

11. Cancellation by the participant. Due to the nature of this Program all sales are final and all payments not refundable.

12. Cancellation by Turc. The organization reserves the right to cancel, postpone, suspend or delay the Program in response to the risks of fire, flood, route instability or any other force majeure or fortuitous event, without the participant having any right to compensation for damages. In case of cancellation, the organization will be limited to re-bag the amount received by the participant.

The Organization will always endeavor to fulfill confirmed bookings, however, the Organization does reserve the right to cancel, postpone, suspend or delay the Program in response to the risks of fire, flood, route instability or any other force majeure or fortuitous event, without the participant having any right to compensation for damages. If the Organization cancels a booking prior to the commencement of the services the organization will be limited to re-bag the amount received by the participant.

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