

Waiver & Disclaimer

for **Live Better | Start Now - Miami Beach, FL 2022**

The conditions below constitute the agreement between The Trivista Group, LLC and Ella Lucas-Averett, dba On Air with Ella, collectively heretofore known as "On Air with Ella" and all Live Better | Start Now - Miami Beach, FL 2022 participants. The **Live Better | Start Now - Miami Beach, FL 2022** is heretofore known as "Retreat."

Please read the following statements carefully. Please sign and return your form to ella@onairella.com or **On Air with Ella, 3500t Mt Vernon Memorial Highway, Box 214, Mt Vernon, VA 22121**

Payment, whether it be partial or full, toward the Retreat indicates full understanding, compliance, and agreement to all items laid out in this document.

1. RESERVATION

To reserve your place on the Retreat, please complete the online registration, inclusive of the non-refundable \$175 deposit.

2. PRICE

All prices are quoted in U.S. dollars. While On Air with Ella does everything possible to maintain listed prices, if it is necessary to levy a surcharge or adjust the price due to currency fluctuations, On Air with Ella reserves the right to do so, and notification will be given before the commencement of the Retreat.

3. PAYMENT

Payments must be made by credit card and be processed through the On Air with Ella website, www.onairella.com. All ticket options include a \$175 non-refundable deposit paid upon registration.

Additionally, if a party other than yourself paid for your Retreat registration, you agree that there is a commitment to pay for your Retreat in full with different means if necessary and in accordance with the terms outlined above. You understand that full payment of your Retreat is your sole responsibility.

4. PRODUCT DESCRIPTION OF RETREAT

In registering and completing payment for Retreat, you understand that the following is included as a part of your purchase and is the responsibility of On Air with Ella:

- All coaching events, sessions, group work and materials are included

- Meal options will be provided Friday, 09/30/22 for breakfast and lunch, and Saturday 10/01/22 for breakfast and lunch. Snacks and drinks will be provided on the evening of Thursday, 09/29/22.
- Pre-event and post event coaching calls are provided - see website description.

In registering and completing payment for the Retreat you acknowledge and agree to the following:

- It is your responsibility to notify On Air with Ella if you need to be communicated with via a different email address than given at time of purchase. Otherwise, you will be contacted via the email address submitted with payment.
- **Not included in your registration cost is any gratuity you choose to impart to the hotel staff, flight costs, hotel reservations, parking and transportation costs, and some meals.**
- It is your sole responsibility to secure your Passport if you are traveling internationally.
- It is your sole responsibility to secure transportation to and from the Retreat venue.
- It is your sole responsibility to purchase travel insurance if you so choose.
- It is your responsibility to bring spending money for food/ adventures/ accommodations/purchases of your choice.
- Your participation in any activities, including walking, biking, yoga or other activities are entirely optional and up to your discretion.
- You understand the On Air with Ella policy only permits female attendees 25 years old and older and you acknowledge your compliance.
- On Air with Ella is not liable and cannot be held responsible for anything at the hotel, as this is the responsibility of the hotel.
- You understand that there are no guarantees of outcomes of this program as success is completely based on your individual participation and commitment.
- You understand that all other terms and conditions on this page apply to your purchase of the program.
- Additionally, your purchase of this event confirms the following: By participating in the Retreat, you acknowledge that Ella, On Air with Ella and The Trivista Group LLC and any guest speakers are not licensed psychologists or health care professionals (unless otherwise stated), and their services do not replace the care of psychologists or other healthcare professionals. Coaching is in no way to be construed or substituted as psychological counseling or any other type of therapy or medical advice. Ella and all speakers will at all times exercise their best professional efforts, skills and care. However, On Air with Ella cannot guarantee the outcome of coaching efforts and/or recommendations on the Retreat and any comments about the outcome are expressions of opinion only. On Air with Ella and the Retreat speakers cannot make any guarantees other than to deliver the coaching services purchased as described.

5. CANCELLATIONS, REFUNDS & RETURNS

Due to the nature of this event and because we have obligations to pay the hotel to secure our meeting room and food and beverage, there is a \$175 non-refundable deposit on your ticket, regardless of timing. Any purchaser can receive a refund of the total amount paid to On Air with Ella, The Trivista Group, LLC, less the \$175 non-refundable deposit if Ella is notified in writing to ella@onairella.com prior to September 1st, 2022, 11:59pm Eastern Standard Time that a refund is requested.

September 1, 2022, 11:59pm Eastern Standard Time is the absolute deadline for any refund requests. After this date, no refunds will be issued nor installment payments canceled. As of September 2, 2022, all sales are final and no refunds will be issued. Registrations are non-transferable.

Regardless if you opt for a full pay or partial pay option, your Retreat must be paid in full prior to September 2, 2022 or your Retreat will be canceled and all payments made will be forfeited.

6. PHYSICAL AND MENTAL HEALTH REQUIREMENTS

You must be in good physical and mental health to participate in the Retreat. You are advised to consult with a physician to ensure that you are in adequate health to safely participate in your Retreat. Medical and evacuation expenses will be your sole responsibility, so On Air with Ella encourages you to purchase travel insurance. Additionally, On Air with Ella reserves the right in their absolute discretion to refuse a participant the right to participate in the Retreat on medical grounds, be it physical or mental, which is inclusive, but not limited to, addiction-related issues.

7. CANCELLATION DUE TO LOW CONFERENCE BOOKING NUMBERS

On Air with Ella reserves the right to cancel the Retreat prior to departure in the event that there are too few people booked in which case you will be given a full refund of any and all payments made to On Air with Ella for this event. You will not be entitled to claim any additional amounts or seek any compensation for any injury, loss, expenses or damage (either direct or consequential) or for any loss of time or inconvenience which may result from such cancellation (including but not limited to visa, passport, flight, room reservations, and vaccination costs.) Therefore, On Air with Ella recommends you purchase travel insurance for the Retreat.

8. CHANGES, POSTPONEMENT, CANCELLATION OR DELAY

On Air with Ella reserves the right to make changes to any aspect of the Retreat if, in the absolute discretion of On Air with Ella, other adverse or threatening conditions whether political or military or terrorist or otherwise or if an act of omission of a third party prevents the Retreat or the aspect of the Retreat being undertaken in accordance with your booking or for any other reason considered necessary by On Air with Ella.

In the event of any change, modification, cancellation, postponement or delay under this condition, you acknowledge that you will have no right of refund of the Retreat price in whole or in part and no right to claim compensation for any injury, loss or damage or other additional expenses incurred by virtue of the change, modification, cancellation, postponement or delay. On Air with Ella also reserves, in its absolute discretion, the right to cancel the Retreat due to any government travel warning or advice, or any change in such warning or advice. In this event, we will do all we can to transfer any payments made to a different Retreat with On Air with Ella. If this is not possible, travel insurance may compensate you depending on the circumstances.

9. INSURANCE

We recommend the purchase of travel insurance and it is your responsibility to ensure that you are adequately insured for the full duration of the Retreat in respect to illness, injury, death, loss of personal items, cancellation, and curtailment. Depending on what travel insurance you secure, it will likely include the cost of the hotel you book or a portion of the hotel cost as charged by the hotel but will not cover

any additional amount charged by On Air with Ella to cover the coaching and personal development portion of the event. For refund options for the entire price of your Retreat please see item #5.

10. TRAVEL DOCUMENTS AND VACCINATIONS

It is your responsibility to learn about and obtain all required travel documents, vaccinations, etc., including, but not limited to, a current passport, for travel to the chosen destination. On Air with Ella is not responsible for any delays or cancellations due to participant's lack of proper travel documents.

11. AGE REQUIREMENT

On Air with Ella policy only permits female attendees 25 years old and older for the Retreat and all related activities.

12. ROOM ASSIGNMENTS

Your accommodations for the Retreat are not included in the ticket price from On Air with Ella. While On Air with Ella is not responsible for any accommodations, we have secured a limited amount of discounted rooms with the MOXY Miami South Beach hotel available on a first-come, first-served basis for the first 12 registrants.

Registering early (before July 20, 2022) increases the probability that we can secure the discounted rate even after the 12-person limit is reached, but the discount is not guaranteed after the first 12 registrations.

13. PHOTOGRAPHY

On Air with Ella reserves the right to use photographs, audios or videos from the event for promotional purposes. By making a reservation with On Air with Ella, you agree to allow your image to be used in such photography. If you prefer for your image not to be used, please notify On Air with Ella in writing before the Retreat commences.

14. FORCE MAJEURE

If On Air with Ella is prevented (directly or indirectly) from performing any of their obligations under this agreement by acts of God, strikes, trade disputes, fire, breakdowns, interruption of transport, government or political action, acts of war or terrorism, acts or omissions of a third party or for any other cause whatsoever outside On Air with Ella's reasonable control, On Air with Ella will be under no liability whatsoever to you and may either cancel the Retreat or take any other action deemed necessary.

15. ASSUMPTION OF RISK

You acknowledge travel may be challenging and demanding with a high level of risk, and it involves potential exposure to injury and that in the countries and regions in which adventure travel is undertaken, standards of accommodation, transport, health care, hygiene, safety and service provision generally are often not as high as those standards in your country of residence and may require flexibility and patience on your part. You further acknowledge that operational control of the Retreat will be in the hands of a third party and that your right of action in regard to any shortcomings of that third party's performance is against the third party and not against On Air with Ella.

16. RELEASE AND WAIVER OF LIABILITY

In consideration of On Air with Ella accepting your reservation you release, waive, discharge, hold harmless and agree to indemnify On Air with Ella, its officers, its employees, its agents, its licensees, other representatives, and trip leaders from all claims, actions or losses for bodily injury, emotional trauma, property damage, wrongful death, loss of services, loss of profits, as well as consequential, exemplary, indirect or punitive damages or otherwise which may arise out of or occur during your travel in connection with the conference or any activities conducted in conjunction there within unless caused by the willful negligence or wrongful act of On Air with Ella. Regardless of the situation or circumstances giving rise to the claim, you waive any claims you have, or may at any time have, against Ella Lucas-Averett, On Air with Ella, The Trivista Group, LLC, you agree, by accepting the additional inherent dangers and risks associated with the Retreat, not to make any claim against or seek any compensation from On Air with Ella in respect to any personal injury, illness or death suffered by you or damage to or loss of property sustained by you as a result of your participation in the retreat including without limitation, any extracurricular activities you may engage in during the Retreat, whether or not sponsored by On Air with Ella .

Please sign & date to indicate a full understanding of the agreements outlined above.

Retreat Participant Name: _____

Retreat Participant Signature: _____

Date: _____