

## **HAWAII RETREAT AGREEMENT**

This Retreat Agreement (this “Agreement”) is a binding contract between Mindful Health LLC, Haseya LLC (Mindful Health and Haseya collectively as the “**Organizer**”) and You (“**Participant**”) whereby Organizer agrees to host a Healing Retreat as defined below, for Participants attendance on the terms and conditions described below. Each Participant hereby agrees to abide by the terms and conditions stated below in consideration for their participation in the Retreat (as defined below).

THIS AGREEMENT (INCLUDING ITS SCHEDULES, AND ALL DOCUMENTS INCORPORATED BY REFERENCES) TAKES EFFECT WHEN YOU CLICK THE CHECKBOX BELOW (the "Effective Date"). BY CLICKING ON THE CHECKBOX BELOW YOU (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT; (B) REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, POWER, AND AUTHORITY TO ENTER INTO THIS AGREEMENT AND, IF ENTERING INTO THIS AGREEMENT ON BEHALF OF ANOTHER PARTY, THAT YOU HAVE THE LEGAL AUTHORITY TO BIND THAT PARTY; AND (C) ACCEPT THIS AGREEMENT AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS.

IF YOU DO NOT AGREE TO THESE TERMS, PLEASE DO NOT CLICK OR SELECT THE CHECKBOX BELOW. IF YOU DO NOT ACCEPT THESE TERMS, YOU MAY NOT ACCESS OR PARTICIPATE IN THE RETREAT.

### **1. RETREAT INFORMATION.**

1.1. The Hawaii Healing Experience (the “Retreat”) is a voluntary 5 day healing and wellness event designed to achieve Participant’s growth, relaxation and renewal as is further detailed in the link <https://www.hawaii2025.com> (which is hereby incorporated by reference and forms an integral part of this Agreement). Participants agree that the Retreat schedule and itinerary shall be subject to change or modification by the Organizer. Any such changes shall be communicated to each Participant by the Organizer in advance.

1.2. Retreat Location. The Retreat shall be hosted in 1Hotel Hanalei Bay 5520 Ka Haku Rd, Princeville, HI 96722 (the “Resort”).

1.3. Retreat Dates. The Retreat is tentatively scheduled to hold between January 27, 2025 and January 31, 2025.

1.4. Participants shall be provided 5 meals while at the resort during the Retreat. Snacks, premium meals, and drinks are not covered by the fee for the Retreat and shall be at the expense of the Participant.

### **2. BOOKINGS; HOTEL ROOMS.**

2.1. The Organizers shall be responsible for each Participant’s room booking at the Resort.

2.2. The fees payable to the Organizer for Participants inclusion in the Retreat shall include the cost of activities listed at <https://www.hawaii2025.com>, as well as accommodation at the Resort during the Retreat dates only.

2.3 Participants that have upgraded to the enhanced experience upgrade will enjoy: private group half-day session means you'll say goodbye to your sisters and say hello to spending the rest of the check-out day with Danette and 14 of your sisters, ask more specific questions of Danette and will ultimately serve to elevate your well-being and solidify your commitment to nourishing your body, mind and soul at home, curated gift bag filled with Danette's favorite wellness essentials, join Danette as she leads you to embark on a secret off-property experience (details to be revealed) – a transformative journey in itself.

### **3. FEES AND PAYMENT.** Participant shall pay Company:

3.1 Participant shall pay a one time fee of \$9,500 for a private room (Nine Thousand Five Hundred United States Dollars) or \$7,500 (Seven Thousand Five Hundred United States Dollars) for a shared room for the Retreat immediately upon execution of this Agreement.

3.2 There will be an enhanced experience upgrade available first come first serve which Participant shall pay a one time fee of \$5,000 (Five Thousand United States Dollars).

### **4. TRANSFERS; GIFTING.**

4.1. Participant shall be permitted to transfer their Retreat registration to a third party by contacting the Organizer and issuing a prior written authorization to Organizer to that effect no later than November 25, 2024 prior to the commencement of the Retreat. This shall be subject to the Organizers approval. Failure to do so shall result in a forfeiture of all fees paid towards the Retreat.

4.2. Participant shall ensure that any third party receiving the Retreat package shall agree to all the terms and conditions for participation in the Retreat.

4.3 **Return Policy:** Upon cancellation of Retreat within the designated 30-day cancellation window, the Client hereby agrees to return the products to the Company. Failure to return the products, will result in the Company retaining the value of \$250 (the cost of the products) from any refunds or reimbursements owed to the Client.

### **5. TRAVEL ARRANGEMENTS; TRANSPORTATION.**

5.1. Each Participant shall be responsible for all flight tickets, taxis, train rides and any other form of transporting themselves to the Resort. At no point shall the Organizers or Resort be responsible, whether financially or otherwise, for any transportation activity such as delay, loss of property, flight cancellations etc.

5.2. Participants shall be solely responsible for ensuring all flight ticket or other transportation modes are booked to the correct destination at the Resort address stated above. The Organizers shall not be responsible for Participants booking the wrong destination, nor safety while transporting themselves to the Resort.

## **6. PARTICIPANTS OBLIGATION.**

6.1. Participant shall, before the commencement of the Retreat, possess a valid international passport, and/or a valid United States visa if required due to Participant's nationality. Participant shall be solely responsible for all associated Passport and Visa cost.

6.2. Participant agrees to undertake and be accountable for the completion of all directives or activities during the Retreat.

6.3. Participant shall strictly adhere to all rules existing at the Resorts whether provided by Organizers or the Resort.

6.4. Participant shall ensure that there will be no unreasonable third-party interference during each activity at the Retreat.

6.5. Participant must not, either directly or indirectly, divulge information learned during the Retreat to non-participants of the Retreat, nor shall Participant violate the privacy rights of other group members/participants, including the disclosure of other their names, personal information, information shared, heard or seen during the Retreat to third parties.

6.6. Participant agrees to refrain from the use of profanities, verbal abuse or inappropriate language during Retreat session, activities and in communications with the Coach, guest coaches and other participants.

6.7. Participant acknowledges and agrees that Participant shall be solely responsible for any personal belongings and/or equipment during the Retreat and that neither Organizer nor their agents, representatives, employees or contractors will be responsible in any way for such property whether it is lost, stolen or damaged.

6.8. Participants shall be financially responsible for any costs associated with activities (within and outside of the Resort), entertainment, food and drinks beyond what is provided by Organizers.

## **7. REPRESENTATION AND WARRANTIES.** Participant represents that Participant:

7.1. is 18 years or older as of the date of this Agreement;

7.2. possesses the full right, power and legal competence to enter into this Agreement;

7.3. is sufficiently physically fit and possesses the ability to embark on a trip unaided and participate in the activities and directives of the Organizers while at the Resort; and

7.4. has available, or will have available funds to cover any fees due under this Agreement within the allowable time frame.

## **8. LIMITATION OF LIABILITY**

**PARTICIPANT AGREES THAT MINDFUL HEALTH LLC, HASEYA LLC, DANETTE MAY, GUEST COACHES AND ALL THE DIRECTORS, OFFICERS, EMPLOYEES AND/OR REPRESENTATIVES OF MINDFUL HEALTH LLC AND HASEYA LLC SHALL NOT BE LIABLE FOR ANY CLAIMS OR DAMAGES ARISING OUT OF, OR RELATING TO THE USE OF ANY INFORMATION PRESENTED OR SHARED DURING THE RETREAT OR ANY ACTIVITY UNDERTAKEN WHILE PARTICIPANT IS PRESENT AT THE RESORT OR OUTSIDE THE RESORT FOR THE DURATION OF THE RETREAT.**

## **9. DISCLAIMER**

9.1. Participant acknowledge that previous results do not guarantee similar results. There may be some benefits from the Retreat, but Participant agrees that no results can be guaranteed or assured, and that the use of information provided during the Retreat is solely at Participants own risk.

9.2. Participant understands and agrees that the Organizer will do their best to work with Participants within the Retreat, however, Participants determination and choices ultimately determines Participants outcome and/or results.

9.3. Participant understands and agrees that the information provided during the Retreat is strictly for educational and informational purposes. It is not meant to treat nor diagnose any medical, psychological, mental, nutritional and/or eating disorders such as bulimia, anorexia, depression, anxiety, and/or any other disorder, disease, and/or condition.

9.4. Participants understand that diagnosis of, or treatment of any disorders or any medical, mental, nutritional deficiency requires that Participant consult a doctor, therapist or other properly qualified health professional, which MINDFUL HEALTH LLC, HASEYA LLC **their directors, officers, employees and/or representatives and DANETTE MAY DO NOT CLAIM TO BE for the purposes of this Retreat, even if qualified otherwise.**

9.5. Participants understand that it is Participants duty to inform Participants primary care physician (PCP) or other chosen medical or psychological personnel **BEFORE** embarking on this Retreat, with the aim of ascertaining its suitability for Participants particular needs and condition.

Participant expressly agrees that any contact between Participant and Organizer does not substitute Participants duty to inform Participant's PCP hereunder.

9.6. Participant understands that although every reasonable precaution has been made to ensure the accuracy of the information provided in this Retreat, no guarantee can be given by **DANETTE MAY, MINDFUL HEALTH LLC, HASEYA LLC NOR their directors, officers, employees and/or representatives** that the information is free from errors or omissions.

## 10. ASSUMPTION OF RISK AND RELEASE

10.1. Participant has read and understands the information provided in this Agreement, the Resort Terms and Conditions regarding Participants presence at the Resort and participation in the Retreat.

10.2. Nothing stated during the Retreat shall be intended as financial advice, relationship advice, career advice, investment advice, parenting advice nor as treatment for any disorders, disease and ailments . Participant understands and agrees that the Retreat is completely voluntary and may not be suitable for all Participants, and in full knowledge of this fact, Participant gives **Danette May, Mindful Health LLC, Haseya LLC** and each of other representatives Participant's informed consent to participate in the Retreat and forever releases and discharges **Danette May, Mindful Health LLC, Haseya LLC** and their directors, officers, employees and all their authorized representatives from any and all liabilities whether known or unknown, now or in the future as it relates to but not limited to:

10.2.1. the use of information provided during the Retreat, follows ups and outcomes or results;

10.2.2. Participants presence at the Resort;

10.2.3. Medical emergencies;

10.2.4. Negligent acts of any participant;

10.2.5. Loss, damage, injury, illness or death;

10.2.6. Third party services;

10.2.7. Participants experience at the Retreat and/or Resort;

10.2.8. Failure to obtain travel insurance;

10.2.9. Travel and flight cancellations and delays.

10.3. Participant hereby releases Danette May, Haseya LLC and Mindful Health LLC from any and all liability arising out of the Organizer or any coaches' involvement of the involvement of any health and law enforcement agent where Organizer has reasonable belief that an emergency situation has arisen. Participants agree to be solely financially responsible for all emergency situations.

## 11. INDEMNIFICATION.

11.1. Participant hereby agrees to indemnify and hold harmless the Organizers, any of Organizers business units, their employees, representative, consultants, and Danette May from any liability, claims, and causes

in action, which are in any way connected to Participant's involvement in the Retreat, or use of any facilities or equipment provided either by Organizers or the Resort, whether by negligence or omissions of the Organizers, any of Organizers business units, their employees, representative, consultants, and Danette May.

## **12. REFUNDS; CANCELLATION.**

11.1. Participant agrees that upon payment of the Retreat fee it shall be refundable within 30 days of the **initial** payment. Otherwise, the Retreat fee payable under this Agreement is 100% **NON-REFUNDABLE**. Participant possess the right to terminate or withdraw consent for the participation in this Retreat at any time, and doing so will result in the termination of Participant's participation in this Retreat but **no refunds** for any reasons will be provided after the initial 30 days.

11.2. Cancellation by Organizer. If for any reason Organizer is required to cancel the Retreat due to unforeseen circumstances, or force majeure events such as COVID-19 risks globally, fires, flooding and other dangerous or extreme situations at the Resort and surrounding areas, Organizer may, in their absolute and sole discretion reschedule the Retreat to a later date. Upon such occurrences Organizer shall inform each registered Participants and any proposed rescheduled date.

**13. INTELLECTUAL PROPERTY.** The Retreat and all materials shared shall be subject to copyright and original materials and information to be provided to Participant are for Participant's individual personal use only. Participant is not authorized to use any of Organizer's intellectual property for any other purposes. All intellectual property, including Organizer's copyrighted program, the Retreat and/or course materials, shall remain the sole property of the Organizer and/or the Danette May. No license to sell or distribute Organizer's or Danette May materials is granted or implied. By enrolling for the Retreat, Participant agrees (1) not to infringe any copyright, patent, trademark, trade secret, or other intellectual property rights;(2) that any Confidential Information shared by the Organizer and/or Danette May (and other special guests) is confidential and proprietary, and belongs solely and exclusively to the Organizer and/or Danette May, and (3) Participant agrees not to disclose such information to any other person or use it in any manner other than in discussion with the Organizer or Danette May. Further, by enrolling in this Retreat, Participant agrees that if Participant violates, or displays any likelihood of violating, any of Participant's agreements contained in this section, the Organizer shall be entitled to injunctive relief (among other legal reliefs) to prohibit any such violations and to protect against the harm of such violations.

**14. CONFIDENTIALITY.** The Parties acknowledge that the existence and the terms of this Agreement and any oral or written information exchanged between the Parties in connection with the preparation and performance of this Agreement, and participation in the Sessions are regarded as confidential information. Each Party shall maintain confidentiality of all such confidential information, and without obtaining the written consent of the other Party, it shall not disclose any relevant confidential information to any third parties, except for the information that: (a) is or will be in the public domain 5 Resort T&C (other than through the receiving Party's unauthorized disclosure); (b) is under the obligation to be disclosed pursuant

to the applicable laws or regulations, rules of any stock exchange, or orders of the court or other government authorities; or (c) is required to be disclosed by any Party to its shareholders, investors, legal counsels or financial advisors regarding the transaction contemplated hereunder, provided that such shareholders, investors, legal counsels or financial advisors shall be bound by the confidentiality obligations similar to those set forth in this Section. Disclosure of any confidential information by the staff members or agencies hired by any Party shall be deemed disclosure of such confidential information by such Party, which Party shall be held liable for breach of this Agreement. Participant acknowledges that email communication can be insecure and subject to hacking, Participant agrees that Organizer shall not be held liable for confidentiality breaches due to unauthorized email interceptions. This Section shall survive the termination of this Agreement for any reason.

**15. FORCE MAJEURE.** The Organizer shall not be liable or responsible to the Participant, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the Organizers control, including, without limitation, the following force majeure events ("Force Majeure Event(s)": (a) acts of God; (b) flood, fire, earthquake, epidemics, pandemics, endemics or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; and (f) national or regional emergency; and (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; and (h) power outages or shortages, inadequate transportation services, or inability or delay in obtaining supplies of adequate or suitable materials; and (i) other similar events beyond the control of the Organizers.

**16. NO ASSIGNMENT.** Participant shall not assign any of its rights, nor delegate any of its obligations under this Agreement except as expressly stated in this Agreement. Any purported assignment or delegation in violation of this Section shall be null and void.

**17. NO THIRD-PARTY BENEFICIARIES.** This Agreement is for the sole benefit of the Parties hereto and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

**18. ENTIRE AGREEMENT.** This Agreement, together with any other documents incorporated herein by reference constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained in this Agreement, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

**19. GOVERNING LAW AND DISPUTE RESOLUTION.** This Agreement and all related documents , and all matters arising out of or relating to the making or performance of this Agreement are governed by, construed in accordance with and enforced under the laws of the State of Colorado, United States of America. The parties shall resolve any dispute, controversy, or claim arising out of or relating to this Agreement, or the breach, termination, or invalidity ("Dispute") hereof first through good faith by negotiation and consultation between themselves, failing which the parties shall submit the Dispute to any

mutually agreed to mediation service for mediation by providing to the mediation service a joint, written request for mediation, setting forth the subject of the dispute and the relief requested. Where a resolution is not achieved through mediation, the parties may submit the Dispute to a court of competent jurisdiction in the State of Colorado. 6 Resort T&C.

**20. REVIEW BY COUNSEL.** Participant acknowledges Organizer has afforded Participant adequate time and to consider the meaning and effect of this Agreement and have been advised to consult with an attorney prior to executing this Agreement. Participant further acknowledges that by executing this Agreement Participants fully understands this Agreement, having consulted with Participants attorney, or have knowingly and voluntarily chosen not to.

## **PART 2 – RELEASES**

### **A. PHOTO & VIDEO LIKENESS USE**

1. I hereby agree and acknowledge that my likeness, image, name and any statements I make during the Retreat may be recorded. In consideration of the opportunity to participate in the Retreat hosted by Haseya LLC and Danette May I hereby consent to the recording of statements, personal information, photographs, and/or audio or video recordings taken of me for Mindful Health or Haseya marketing, Danette May marketing, social media, promotional, website, or other business purposes. All statements, personal information, photographs, and/or audio or video recordings taken of me, by Mindful Health, Haseya or any of its business affiliates, may be used by Mindful Health, Haseya or any of its business affiliates for promotional, commercial or other purposes as determined by Mindful Health or Haseya anywhere in the world in their sole and absolute discretion. I release any rights to control the use or publication by Mindful Health, Haseya or any of its business affiliates of the statements, photographs, and/or audio or video recordings. All statements, personal information, photographs, and/or audio or video recordings taken of me by Mindful Health, Haseya or any of its business affiliates, shall be the sole property of Mindful Health, Haseya or any of their business affiliates. I understand that I shall not receive any compensation in connection with use of these statements, personal information, photographs, and/or audio or video recordings for promotional, commercial or other purposes.
2. On behalf of myself, I hereby release, waive and discharge any claims of any kind or nature arising out of or relating to the use of the statements, photographs, and/or audio or video recordings obtained during the Retreat, against Mindful Health, Haseya or any of their business affiliates or any person or firm authorized by Mindful Health or Haseya to publish said materials. Such release, waiver and discharge shall also extend to all affiliated companies, shareholders, directors, officers, employees, agents and assigns of Mindful Health, Haseya or any of their business affiliates.
3. This Release shall be binding upon me, and my respective successors, heirs, assigns, executors, administrators, spouse and next of kin.
4. I HAVE READ THIS DOCUMENT AND I UNDERSTAND THAT I GIVE UP CERTAIN RIGHTS ON BEHALF OF MYSELF (INCLUDING RIGHTS RELATING TO PUBLICITY



AND PRIVACY WITH RESPECT TO THE COMMERCIAL USE OF ANY STATEMENTS, PHOTOGRAPHS, AND/OR AUDIO OR VIDEO RECORDINGS) AND I SIGN THIS RELEASE FREELY AND VOLUNTARILY.

I acknowledge a complete and clear understanding and acceptance of and agreement with the above Photo and Video Likeness Use as it relates to my participation in the Retreat.