#### **SheRunz Retreat - Participant Liability & Disclaimer**

# 1. Voluntary Participation & Assumption of Risk

By registering for and participating in a SheRunz Retreat ("Retreat"), you acknowledge that running, hiking, cross-training, travel between venues, and other retreat activities involve inherent and unpredictable risks—including, but not limited to, injury, illness, emotional distress, loss or damage to personal property, inconvenience, or death. You voluntarily assume full responsibility for all such risks.

### 2. No Medical or Professional Advice

All guidance offered during the Retreat—by instructors, facilitators, or the SheRunz team—is for general and personal purposes only. It does not constitute medical, nutritional, psychological, mental health, or legal advice. You are responsible for consulting with a qualified healthcare provider prior to participating.

### 3. Health, Fitness & Medical Clearance

You confirm that you are aged 18 or older and in good physical, mental, and emotional health appropriate for moderate to intense physical activity. Some retreat activities may involve mental, emotional, and physical challenges in unfamiliar environments, varying climates, terrains, or cultural contexts. If required, you agree to seek medical clearance from a licensed healthcare provider before attending. You accept responsibility for your fitness and readiness.

#### 4. Medical Care & Insurance

You must arrange and maintain valid comprehensive travel and health insurance—including medical evacuation and repatriation coverage—from the start of your travel until the Retreat ends. SheRunz presenters are not medical professionals and will not provide medical treatment. You are responsible for all medical or emergency costs incurred.

### 5. Personal Responsibility, Conduct & Reputation

You agree to:

- Adhere to all safety guidance and instructions provided by SheRunz staff, local partners, or guides.
- Assume full responsibility for your own decisions, safety, belongings, preparation, and wellbeing.
- Treat all participants, staff, local hosts, and the environments you visit with respect.

You also agree not to engage in any conduct that could tarnish SheRunz's reputation, including public or private negative, defamatory, or misleading statements—whether expressed online, in social media, traditional media, or verbally. SheRunz reserves the right to take legal action if its reputation is harmed. Disruptive or unsafe behavior may result in your removal from the Retreat or its activities, without refund or compensation.

### 6. Non Participation or Modified Participation

If you choose to skip a scheduled activity or request alternative accommodations or modifications during a Retreat, you are responsible for any additional costs that result. No refunds, discounts, or reimbursements will be issued for missed or modified activities.

# 7. Use of Third-Party Providers

SheRunz collaborates with independent providers (e.g., for accommodation, transport, meals, local guides, or equipment). These providers operate outside SheRunz's direct control. SheRunz assumes no responsibility or liability for their services, reliability, performance, or any issues you may experience.

### 8. Cancellation, Refunds & Changes

You acknowledge and accept the Retreat's cancellation and refund policy as described on <a href="https://www.sherunz.org">www.sherunz.org</a>. SheRunz is not liable for travel-related changes, missed flights, personal cancellations, or additional expenses stemming from external factors. Refunds, transfers, and itinerary changes will be handled in accordance with the stated policy.

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#### 9. Force Majeure

SheRunz is not responsible for delays, cancellations, or alterations caused by unforeseen events outside our control—including natural disasters, pandemics, political unrest, transportation disruptions, or government directives. In such circumstances, SheRunz may modify the itinerary or cancel the Retreat, with refunds issued per the policy.

# 10. Release of Liability & Indemnification

To the fullest extent permitted by applicable law, you release SheRunz, its directors, staff, facilitators, volunteers, contractors, affiliates, and successors from all claims, actions, liabilities, damages, or losses arising from your participation. You also agree to indemnify and hold harmless all SheRunz parties against any claims, costs, or liabilities resulting from your actions, omissions, or breach of this agreement.

### 11. Photography, Media & Promotion

You grant SheRunz permission to photograph or film you during Retreat activities and to use such images, video, or audio for promotional, marketing, or internal use—without compensation. If for any reason you prefer not to be included in such content, please notify SheRunz in writing before the Retreat begins.

# 12. Governing Law & Jurisdiction

This agreement is governed by the laws of New Zealand. Any dispute or claim arising out of or in connection with this Agreement or the Retreat shall be subject to the exclusive jurisdiction of the New Zealand courts.

#### 13. Agreement & Acknowledgement of Terms, Privacy Policy & Health and Safety Plan

By registering for or attending a SheRunz Retreat, you confirm that you have read, understood, and agreed to:

- SheRunz's Terms & Conditions and Privacy Policy (as accepted during booking and available on SheRunz Website), and <u>Safety & Policies | Sherunz</u>
- SheRunz's Liability & Disclaimer.

You also acknowledge that a current Health and Safety Plan is in place for all retreats and events and is available upon request. Your participation indicates full acceptance of all associated risks, responsibilities, and obligations.

### **Participant Acknowledgement**

I, the undersigned, acknowledge that I have read, understood, and agree to the terms and conditions outlined in this Participant Liability & Disclaimer document. I voluntarily assume all risks associated with my participation in the SheRunz Retreats and agree to abide by all guidelines and policies set forth.

Name (Prin	ted):	 	 
Signature:		 	 
Date:			 