



ART JOURNALING THE MAGIC VACATION RETREAT

"BEST DAY EVER!" NOVEMBER 1ST-5TH, 2023

TERMS AND CONDITIONS OF ATTENDANCE AND PARTICIPATION AT ART JOURNALING THE MAGIC VACATION RETREAT

These are the terms (the "Agreement") that govern your attendance at and/or participation in the Art Journaling the Magic Conference (the "Vacation Retreat").

By registering for the Vacation Retreat, you are agreeing to these terms, which form a legal contract between Tangela Baxter DBA Art Journaling the Magic ("Art Journaling the Magic"), and the registered attendee and/or participant ("you"). If you are registering on behalf of another, it is your responsibility to ensure that the person attending is aware of these terms and accepts them. By completing the registration, you are warranting that you have made the attendee aware of these terms and that they have accepted these terms.

1. Vacation Retreat admission

1.1. Admittance. Your registration entitles you to admittance to the Vacation Retreat. Any and all other costs associated with your attendance (including without limitation any travel and/or other expenses) shall be borne solely by you, and Art Journaling the Magic shall have no liability for such costs.

1.2. Termination. You acknowledge that Art Journaling the Magic reserves the right to request your removal from the Vacation Retreat if Art Journaling the Magic, in its sole discretion, considers your presence and/or behavior to create a disruption or to hinder the Vacation Retreat and/or the enjoyment of the Vacation Retreat by other attendees or speakers.

1.3. Media. By attending the Vacation Retreat, you acknowledge and agree to grant Art Journaling the Magic the right at the Vacation Retreat to record, film, photograph, or capture your likeness in any media now available and hereafter developed and to distribute, broadcast, use, or otherwise globally to disseminate, in perpetuity, such media without any further approval from you or any payment to you. This grant to Art Journaling the Magic includes, but is not limited to, the right to edit such media, the right to use the media alone or together with other information, and the right to allow others to use and/or disseminate the media.

1.4. Vacation Retreat Content. You acknowledge and agree that Art Journaling the Magic, in its sole discretion, reserves the right to change any and all aspects of the Vacation Retreat, including but not limited to the Vacation Retreat name, themes, content, program, speakers, performers, hosts, moderators, and time.

2. Fee(s)

2.1. Payment. The payment of the applicable fee(s) for the Vacation Retreat is due in full by August 1st, 2023 with no additional fee. There is an additional \$50 fee to make as many payments as you wish until August 17th, 2023. If such payment is insufficient or declined for any reason Art Journaling the Magic may refuse to admit you to the Vacation Retreat and shall have no liability in that regard.

3. Substitution and cancellation policy

3.1 Your deposit is non-refundable as we are holding a spot for you, and there is a significant amount of admin time that goes in behind the scenes. If, for any reason, you can't attend the vacation retreat, fees are non-refundable unless another student (not currently registered) is found to take your spot. If a replacement is found, you will be refunded whatever you have paid minus the \$400 non-refundable deposit (per person).

4. Privacy policy

4.1. Art Journaling the Magic is committed to protecting the privacy of its customers. Art Journaling the Magic operates a strict privacy policy, which is available at:

<https://journalingthemagic.com/pages/privacy-policy>

5. Intellectual property

5.1. All intellectual property rights in and to the Vacation Retreat, the Vacation Retreat content, and all materials distributed at or in connection with the Vacation Retreat are owned by Art Journaling the Magic and/or the Vacation Retreat sponsors or speakers presenting at the Vacation Retreat. You may not use or reproduce or allow anyone to use or reproduce any trademarks or other trade names appearing at the Vacation Retreat, in

any Vacation Retreat content, and/or in any materials distributed at or in connection with the Vacation Retreat for any reason without the prior written permission of Art Journaling the Magic.

5.2. For the avoidance of doubt, nothing in this Agreement shall be deemed to vest in you any legal or beneficial right in or to any trademarks or other intellectual property rights owned or used under license by Art Journaling the Magic or any of its affiliates or grant to you any right or license to any other intellectual property rights of Art Journaling the Magic or its affiliates, all of which shall at all times remain the exclusive property of Art Journaling the Magic and its affiliates.

6. Warranties and limitation of liability

6.1. Art Journaling the Magic gives no warranties in respect of any aspect of the Vacation Retreat or any materials related thereto or offered at the Vacation Retreat and, to the fullest extent possible under the laws governing this Agreement, disclaims all implied warranties, including but not limited to warranties of fitness for a particular purpose, accuracy, timeliness, and merchantability. Neither Art Journaling the Magic nor its affiliates can accept any responsibility or liability for reliance by you or any person on any aspect of the Vacation Retreat and/or any information provided at the Vacation Retreat.

6.2. Other than to the extent required as a matter of law: (i) neither Art Journaling the Magic nor its affiliates shall be liable for any direct, indirect, special, incidental, or consequential costs, damages, or losses arising directly or indirectly from the Vacation Retreat or other aspect related thereto or in connection with this Agreement.

6.3. The maximum aggregate liability of Art Journaling the Magic for any claim in any way connected with therewith or this Agreement, whether in contract, tort or otherwise (including any negligent act or omission), shall be limited to the amount paid by you to Art Journaling the Magic under this Agreement to attend the Vacation Retreat.

7. Governing law and jurisdiction

7.1. This Agreement shall be governed by the laws of the State of Florida, and the parties shall submit to the exclusive jurisdiction of the Florida courts.

7.2 All claims and disputes arising under or relating to this Agreement are to be settled by binding arbitration in the state of Florida or another location mutually agreeable to the parties. The arbitration shall be conducted on a confidential basis pursuant to the Commercial Arbitration Rules of the American Arbitration Association. Any decision or award as a result of any such arbitration proceeding shall be in writing and shall provide an explanation for all conclusions of law and fact and shall include the assessment of costs, expenses, and reasonable attorneys' fees. Any such arbitration shall include a

written record of the arbitration hearing. An award of arbitration may be confirmed in a court of competent jurisdiction.

8. Accommodations

8.1 Accommodations will be provided according to the parameters described upon registration. If you are rooming in a shared accommodation, you are responsible for all persons included in the original purchase. This includes any room and Vacation Retreat costs. You acknowledge and agree that Art Journaling the Magic, at its sole discretion, reserves the right to change any and all aspects of the accommodations, including but not limited to, location, room size, bathroom size, privacy, and floor preferences. Although we will do our utmost to honor your original registration request, we cannot make any guarantees.

8.2 Food will be provided. We will do our utmost to honor medically necessary allergy restrictions but cannot guarantee ingredient safety. While we take steps to minimize risk and safely handle the foods that contain potential allergens, please be advised that cross-contamination may occur, as factors beyond our reasonable control may alter the formulations or environments of the food we serve. We cannot control what foods other students may bring into the house.

9. Acknowledgement

I acknowledge that:

- A. I have read and understand the contents of this document.
- B. The Vacation Retreat may be rescheduled or canceled due to acts of nature, plague, war, or other unforeseen circumstances as decided best by Tangela Baxter or employees.
- C. I understand that attendance at and participation in the Art Journaling the Magic Vacation Retreat is not free of risk of injury or damage to myself or any other person at the Vacation Retreat.**
- D. Although the Vacation Retreat planner, the venue holder, and their employees, representatives, and agents endeavor to take precautions to ensure the safety of the attendants, they cannot eliminate all potential risks.
- E. I will not hold the Vacation Retreat planner responsible for any damages or injuries to myself or my property.

- F. I will do my best to properly care for my room and other house amenities.
Any damages I inflict will be my sole responsibility.
- G. If any part of this contract agreement is found to be unlawful, it does not
make null and void all other parts of this contract.

Printed Name

Signature

Date