

## **Mums & Bubs Retreat Terms and Conditions**

### **Hosted by Nurtured Fitness & SOULMotion**

During your time at the retreat Nurtured Fitness & SOULMotion (NF&SM) accept no liability for loss of goods, damage, injury or illnesses which may occur during your retreat or travelling to and from the retreat. NF&SM may need to change particulars of the retreat due to unforeseen circumstances but will keep you informed if this needs to happen.

In the event that you decide to downgrade your accommodation after monies have been paid, you will not be entitled to any refund. If the guest wishes to upgrade the new price will apply.

It is your responsibility to ensure that you have all the relevant travel documentation and it is strongly advise purchasing travellers insurance. NF&SM are not held liable for costs such as, but not limited to, flight costs, travel costs, transfers or travellers insurance. NF&SM also accept no responsibility for delay or cancellation of any flights, train, buses or other forms of transport.

NF&SM ask all guests to be respectful and understanding of all attendees and other resort guests during the retreat. If any guests actions are deemed to be inappropriate or dangerous to themselves or others, NF&SM may ask you to finish your retreat early and all monies paid will be forfeited.

### **Cancellations**

In the event of cancellation by the customer, regardless of the circumstances, the following refund fees apply

Cancellations by June 30th 2018 incur a \$175 non refundable fee

Cancellations from 1 July - 26 September 2018, 50% refund

Cancellations 27 September 2018 onwards, 0% refund

If customer is paying via payment plan payment and the balance is not received by the due date, we reserve the right to cancel the reservation and retain the fees as outlined above. Any failed payments will incur a non refundable \$15 failed payment fee. Customers are responsible for insuring account details are correct & adequate funds are available at that time.

If the following occur; teacher cancellations, weather events, natural disaster or other situations beyond our control, we reserve the right to cancel and/or change retreat specifics without any refund. Alternative arrangements may be offered but we do not accept responsibility for any costs incurred, including airfare, loss of work and/or other costs associated with preparation for your trip.

**Possible risks:** NF&SM will make various efforts to minimise any potential risks. However, guests must be aware that exercise has some potential side effects and risks. It is possible throughout the retreat you may experience abnormal blood pressure, irregular heart rhythm, dehydration, fainting and/or dizziness. It is also possible that you or your baby might seriously injure yourselves from the use of equipment, failure of equipment, tripping or falling, or other hazards associated with the studio/equipment, moving around while exercising, and your surroundings. In very rare circumstances, it is possible that exercise can cause heart attack, stroke or death.

**Guest responsibilities:** It is extremely important that any physical or other symptoms that you or your child experience whilst participating in the retreat are explained to your instructor, even if you feel that they might not be important. It is also important that you tell your instructor any information you possess about you/child's health status, or changes to health during the course of your retreat, especially those that relate to heart problems including shortness of breath, pain, pressure, tightness or heaviness in the chest, neck, back, jaw, calf area and/or arms. By telling your instructor this information you are minimising your risk or injury, complications and death. It is expected that you will tell your instructor all medications you use, begin to use or cease using (including non-prescription) prior to participation and during the retreat. It is also expected that any short term changes to your usual medication regime are reported to your instructor (e.g. forgetting to take your medication one morning).

Mothers must be a minimum of 6 weeks postnatal following vaginal birth & 12 weeks postnatal following cesarean birth. All participants must also have medical clearance from their Health Care provider prior to attending. Verbal clearance is suitable, however in some circumstances we reserve the right to request a medical certificate.

Throughout retreat you & your child may be photographed or filmed for Nurtured Fitness, Soul Motion or Kangatraining publications, such as our websites, newsletter, social media, promotional material understanding there will be no compensation for the participants' appearance in any medium.

**Release and Indemnity:** I understand all of the information and instructions outlined in this informed consent, have had time to discuss any concerns with an instructor or any other health professional, and considering this, agree to participate in the Retreat at my own risk. I also agree to release and indemnify Nurtured Fitness, Kangatraining, SOULMotion, Nurtured Fitness Instructors and all of its employees or contractors from or against any actions or claims arising from any injury, loss, damage or death caused to me or my childr

**Guest Freedom of Consent:** I hereby consent to voluntarily engage in the Retreat program considering the above information. I understand what is expected of me and the risks and procedures associated with this program. After fully reading this document and having had sufficient time to ask and have any questions answered, I voluntarily consent myself & my child/ren to participate in Nurtured Fitness & SOULMotions Mums & Bubs Retreat