

*Welcome to our journey of
transformative travel and
experience a subtle Shift in your
overall wellbeing...*

REGISTRATION PACKET

Enclosed you will find:

- * REGISTRATION CONTRACT
- * FOOD ALLERGY FORM
- * CREDIT CARD AUTHORIZATION FORM

Please fill out all of the above and send
back to our office so we can be sure to
reserve your spot!

SHIFT
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Program Agreement

To reserve & confirm your space for the SHIFT Wellness Program; please review, sign, and return your agreement/contract to:

concierge@shiftmindbodysoul.com

Agreement for all SHIFT Wellness guests

Please carefully read all the terms and conditions of this contract detailed below before purchasing a wellness retreat with The Wherever Whenever Company d/b/a SHIFT Wellness (hereinafter, "Company"). For and in consideration for being permitted to participate in the wellness retreat you have selected with Company (the "Retreat" or "Program"), you the undersigned ("You" or "Participant") agree to accept and be bound by the terms and conditions set forth herein.

As part of our booking and reservation process, you are required to confirm your agreement and understanding of the terms and conditions prior to booking and payment with all SHIFT Wellness programs. Due to the very intimate nature of our Program's group size all fees paid to us by you for each Retreat ("RSVPs") are non-refundable 75 days prior to the trip start date.

1. CONTRACT

Your RSVP is a contract with SHIFT Wellness. You will agree to the Participant's terms and conditions and the details regarding the wellness program and schedule. All Program details, such as information about the destination, accommodations, departure and return dates, any included transportation, and any included classes can be reviewed on our website (www.shiftmindbodysoul.com) (the "Website"), and are attached to this document as **Schedule A**. PLEASE READ AND ENSURE YOU UNDERSTAND THE RETREAT DETAILS AND POLICIES DETAILED HEREIN. If you have specific culinary/dietary needs or food allergies, please consult our Wellness personnel. All participants must be of sound health, able to walk, move, bend and be able to participate in low to high impact (with modifications) activities. SHIFT Wellness is not held accountable for medical or emergency medical needs, medications, or medical advice. If you have questions regarding your ability to participate in our program, please consult your physicians and advise our Wellness personnel before you RSVP.

2. REGISTRATION / RESERVATIONS

To reserve your spot for the Retreat, You initially enroll through the Website and our personal concierge will contact you directly. Once we have confirmed availability, we will hold your spot for 48 hours until we receive your executed copy of this Agreement and your deposit of 50% of the total cost of the Program (the "Deposit") (the Agreement and Deposit collectively, the "Registration Materials"). You will NOT have a reserved spot for the Retreat if you fail to provide all of the Registration Materials.

The remaining balance (the "Balance") (the Deposit and Balance collectively, the "Total Payment") is due 30 days before the first day of the Program (the "Payment Due Date"). If you are booking less than 45 days before the start date of the program, the Total Payment is due at the time of booking. IF COMPANY DOES NOT RECEIVE YOUR TOTAL PAYMENT ON OR BEFORE THE PAYMENT DUE DATE, COMPANY MAY CANCEL YOUR RESERVATION WITHOUT NOTICE.

Upon receiving your Registration Materials, we may send You, and You consent to receive, correspondence related to the Retreat and the Company, including the itinerary. Such itinerary is subject to change and Company expressly reserves the right to modify the itinerary at any time due to availability of third party vendors, weather conditions, local conditions, or other circumstances beyond our control.

3. PAYMENT TERMS

All Program fees are listed in United States dollars.

- We accept Visa, MasterCard, American Express & Discover
- We will accept a personal or business check; however your reservation will not be considered confirmed until funds have cleared your financial institution.

If there is difficulty authorizing your payment method or it is otherwise in error, we may suspend or cancel your reservation. Upon failure of your Payment Method, we may take reasonable steps to retry your payment method and may contact you to provide an alternate method. SHIFT Wellness is not responsible for any fees you may incur when charging or retrying your payment method, including but not limited to, overdraft fees.

Upon confirmation of your reservation, your selected payment method will be charged a 50% deposit. The remaining balance is due by check or may be charged to the credit card on file on the Payment Due Date. If we do not receive your Balance by the Payment Due Date, your reservation will be cancelled and your Deposit is then subject to our cancellation policy below.

4. DEPOSIT & CANCELLATION POLICY

- An advance deposit of 50% of your total program package is required to guarantee your reservation.
- For cancellations made more than 45 days prior to scheduled arrival date, you will receive a 50% refund of your advance deposit.
- For cancellations made 30-45 days prior to scheduled arrival date, your advance deposit will non-refundable, but will be held for future use towards another SHIFT Wellness program (to be used within 12 months of cancellation date).
- For cancellations made fewer than 30 days prior to scheduled arrival date, your advance deposit will be forfeited and non-refundable.
- Balance of program due 30 days prior to program start date

5. TRAVEL DOCUMENTATION (PASSPORTS, VISAS, FLIGHTS)

Participant is responsible for obtaining and maintaining a valid passport and all required legal travel documents (visas, permits, certificates, and/or other required documentation) for the

countries and jurisdictions where our Retreats are held or that you will visit during the SHIFT Wellness program. Please verify the countries you are visiting as many countries passports must be valid for at least 6 months beyond the dates or duration of your trip. SHIFT Wellness is not responsible for incorrect legal travel documents or if you are denied entry or exit to/from any country or location you are visiting due to a lack of valid documentation.

You are responsible for booking flights to the SHIFT Wellness Programs. You will be working with our Wellness personnel and flight arrival times will be communicated so that our luxury transportation services can be arranged to pick you up.

6. TRAVEL INSURANCE

SHIFT Wellness highly recommends purchasing Travel Insurance, "Cancel for Any Reason" insurance. You are solely responsible for the cost of any insurance and ensuring that you are adequately insured for the full duration of the Program with respect to possible illness, injury, death, property damage, loss of baggage, loss of personal items, cancellation and/or curtailment, and/or any other potential losses, penalties, fees, damages, expenses, costs or liabilities (collectively, "Losses"). Each Participant is solely responsible for any Losses or other financial ramifications/consequences related to your failure to procure travel insurance, and the Company is not responsible for any Losses you incur and/or sustain.

7. PROGRAM CHANGES

SHIFT Wellness reserves the right to make changes to any and all aspects of the Program (including, without limitation, changes to the types of activities available, included items and/or services, the itinerary, classes, and the like) if, in the Company's sole discretion, Company deems it necessary to do so due to conditions that may be dangerous, hazardous, or otherwise adverse or threatening, if an act or omission of a third party prevents any such aspects of the Program or any portion thereof, or for any other reason deemed commercially necessary by the Company. You will not be eligible for any refunds of any amounts based on any changes to the Program.

8. CANCELLATIONS

By SHIFT Wellness. Company reserves the right to cancel your reservation if your Total Payment is not received on or before the Payment Due Date. If Company has not received such timely Total Payment, your Deposit is non-refundable.

SHIFT Wellness further reserves the right to cancel any trip or part of the trip for any commercial reason in Company's sole discretion. If this occurrence should happen, we will provide a complete refund of the amount you remitted to the Company. If SHIFT Wellness cancels a program for any reason, including Force Majeure, SHIFT Wellness is not responsible for any other amount, including preparation costs, loss of funds in association with any further travel accommodations made by Participant (e.g., additional room nights, airfare, or additional add-on excursions that are not a part of the SHIFT Wellness program), travel documents, or any other Losses or claimed damages.

By You. All cancellations made by you must be in writing to info@shiftmindbodysoul.com. If cancellation takes place prior to the Payment Due Date, refund amounts will be issued in accordance with our Deposit and Cancellation Policy above. If cancellation takes place after the Payment Due Date, you forfeit the entire amount you paid to the Company.

Except as expressly provided in this Section, you acknowledge that you will have no right of refund of the Total Payment (whether in whole or in part) and no right to claim compensation for any Losses incurred or sustained by virtue of any change or cancellation.

9. SOCIAL MEDIA/MARKETING/PERSONAL IMAGES

Social Media and marketing plays an important part in the promotion of our SHIFT Wellness Programs world-wide. By and in consideration for your participation in the Program, you hereby grant Company, its affiliates, agents and representatives a perpetual, irrevocable, royalty-free, fully paid-up, transferable worldwide right to use, reproduce, exhibit, install, access, display, perform, translate, publish, copy, broadcast, stream, distribute and/or produce derivative works based on your image, likeness and voice as recorded by any camera and/or on any audio, video and/or other media (collectively "Likeness") for any lawful purpose, including without limitation for marketing or trade purposes, at Company's sole discretion, without any additional compensation to You, in any form of media, expression or communication now known or later developed.

10. PROGRAM PARTICIPATION

While we customarily select travel-friendly destinations that are designed to offer our guests a multi-cultural wellness experience to enable a SHIFT in empowerment, growth, and change, each Participant assumes their own responsibility for researching the safety and security of countries that our programs are offered. Guests may want to inquire with their personal physicians about travel and medicine to know what vaccines are recommended prior to international travel.

Voluntary Participation in Strenuous Physical Activity. You acknowledge that you are voluntarily participating in the Program, which may include strenuous physical activity including without limitation walking, running, hiking, dancing, yoga, climbing, swimming, and various other exercises or physical activity ("Physical Activity"). You acknowledge that you are fully aware of the risks and hazards connected with participation in the Program or engaging in Physical Activity, which may include the risk of serious injury (e.g., muscle strains, tears, broken bones), medical conditions (e.g. heart attacks, illnesses), or death, and you elect to participate in such Physical Activity as part of the Program. Guests who have questions regarding their health, mobility, or ability to participate in our programs may seek their doctor's advice and obtain a doctor's note for participation.

Health and Fitness Eligibility. When you RSVP with SHIFT Wellness, you are confirming that you are over eighteen (18) years of age, in good physical and mental health, able to move, walk, run, hike, and able to extend a certain level of physical stamina consistent with participation in the Program. By your RSVP you acknowledge and confirm you are in good health, capable of performing mild outbound fitness activities, able to care for yourself during the program and do not have medical conditions that could create risks for yourself, attending guests or the SHIFT Wellness staff and Expert team or those hotels and resorts in which we host our Program(s). You represent and warrant that you have consulted with your physician and your physician has authorized you to participate in the Program, including any Physical Activities.

11. SAFETY / RISK

SHIFT Wellness is committed to providing a safe environment for our Programs. However, each Participant must take full responsibility for your own safety. You understand that you will assume the risks and hazards inherent with travel, adventures and fitness. These risks and hazards may include, without limitation, injury, delays, illness, death or other unanticipated events, without limitation, and may be caused by force majeure events. You understand that serious accidents may occur during Physical Activities, and that Participants can sustain fatal and/or serious personal injury. The Program may take place in a remote location with little to no access to traditional medical services or hospital facilities for serious or particular health issues. Such locations may require additional travel time away from urban cities or centers; as such, medical attention may not be readily available or may be of inferior quality compared to what is available at your home or country. Also, you may be visiting places where the political culture and geographical environment is very different from where you live, and in some cases, these differences may present increased risks and/or challenges. We use reasonable available

information from the US Government, applicable foreign governments and reports from our contacts in planning each program destination, and assessing the viability of each trip itinerary as the start date approaches. However, it is your responsibility to acquaint yourself with all available and relevant travel information for your destination and the nature of your program. You acknowledge and agree that your decision to travel is made after having considered this information, and you expressly assume the personal risks associated with and responsibility for such travel and engaging in Physical Activity, including but not limited to the risks detailed above, and any other kind of liability, whether or not foreseeable, during your participation in the Program. YOU ACKNOWLEDGE THAT YOUR DECISION TO PARTICIPATE IN THE PROGRAM IS MADE FREELY AND WITH FULL CONSIDERATION OF THE FOREGOING INFORMATION, AND THAT YOU SOLELY AND EXCLUSIVELY ASSUME THE RISKS INVOLVED WITH PARTICIPATING IN THE PROGRAM.

In the event you are injured while participating in the Program, you agree to assume all financial obligations for any medical costs you incur. You acknowledge and agree that in no event shall Company be liable or responsible for any Losses arising out of your participation in the Program.

12. INDEMNITY

Participant agrees to indemnify, defend and hold harmless SHIFT Wellness, its affiliates, and the officers, directors, employees and agents of each (each a "Covered Party" and collectively, the "Covered Parties") from and against any and all claims and causes of action, as well as related Losses, liabilities, judgments, awards, settlements, damages, expenses and costs (including reasonable attorneys' fees and related court costs and expenses) (collectively, "Damages") incurred or suffered by the Covered Parties arising out of, relating to, or resulting from your participation in the Program

13. WAIVER

As consideration for being permitted by SHIFT Wellness to participate in the Program, You hereby agree that You, your assignees, heirs, distributees, guardians, and legal representatives will not make a claim against, sue or attach the property of the Covered Parties. You hereby release, waive, discharge, and covenant not to sue SHIFT Wellness and any of its agents or affiliated organizations from all actions, claims or demands that You, your assigns, heirs, distributes, guardians, and legal representatives now have or may hereafter have for injury, damage, or death resulting in my participation in SHIFT Wellness Programs.

You represent and warrant that you are medically, physically, emotionally, and in all respects fit and able to participate in the SHIFT Wellness Program.

You acknowledge that SHIFT Wellness may make suggestions from time to time that are intended to help You and your well being, but such suggestions are for informational purposes only and should not be construed as medical advice. However, You take ultimate responsibility for your choices and expressly acknowledge that SHIFT Wellness is not a licensed medical provider and that You must consult your doctor. If You experience pain or discomfort during the program, You will modify SHIFT Wellness Program instruction to suit your individual needs. You will not hold SHIFT Wellness responsible for any pain or discomfort You experience during or after the program. You understand that SHIFT Wellness is not qualified to perform spinal or skeletal adjustments, diagnose, prescribe, or treat physical or mental illness. You understand that the activities offered during this program are not a substitute for medical care.

For the benefit of everyone, SHIFT Wellness reserves the right to accept or reject any participant at any time without liability, and in the event it determines, in its sole and exclusive discretion, that a participant is disruptive to the harmony of the retreat, it may without any obligation to pay a refund or any other amount whatsoever, expel such a participant from the retreat. SHIFT Wellness will carry no responsibility or liability for any participant who leaves the retreat prior to its conclusion or for any activity undertaken by any Participant, which is not included on the program itinerary.

14. GENERAL

Governing Law; Jurisdiction. This Agreement will be governed by and construed in accordance with the laws of the State of California and the federal laws of the United States of America, without regard to conflict of law principles. Company and Participant agree that any suit, action or proceeding arising out of, or with respect to, this Agreement or any judgment entered by any court in respect thereof shall be brought exclusively in the state or federal courts of the State of California located in the County of Los Angeles, and each of Company and Participant hereby irrevocably accepts the exclusive personal jurisdiction and venue of those courts for the purpose of any suit, action or proceeding.

Force Majeure. Except for Participant's payment obligations, neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including acts of war, acts of God, earthquake, flood, weather conditions, embargo, riot, epidemic, acts of terrorism, acts or omissions of vendors or suppliers, equipment failures, sabotage, labor shortage or dispute, governmental act, failure of the Internet or other acts beyond such party's reasonable control, provided that the delayed party: (i) gives the other party prompt notice of such cause; and (ii) uses reasonable commercial efforts to correct promptly such failure or delay in performance.

Entire Agreement. This Agreement contains the entire understanding of the parties in respect of its subject matter and supersedes all prior agreements and understandings (oral or written) between the parties with respect to such subject matter. The schedules and exhibits hereto constitute a part hereof as though set forth in full herein. Any modification, amendment, or addendum to this Agreement must be in writing and signed by both parties.

Counterparts. This Agreement may be executed in any number of counterparts and in facsimile or electronically, each of which shall be an original but all of which together shall constitute one and the same instrument.

Severability. If any provision of this Agreement is held by a court or arbitrator of competent jurisdiction to be contrary to law, such provision shall be changed by the court or by the arbitrator and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law, and the remaining provisions of this Agreement shall remain in full force and effect.

Waiver. No failure or delay on the part of Company in exercising any right, power or remedy under this Agreement shall operate as a waiver, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise or the exercise of any other right, power or remedy.

RELEASE OF LIABILITY / SIGNATURE FORM:

By agreeing to the terms outlined here and elsewhere on the SHIFT Wellness website, You are aware of the potential dangers with participating in the Program.

BY YOUR SIGNATURE BELOW, PARTICIPANT ACKNOWLEDGES THAT THIS IS A CONSENT, RELEASE OF LIABILITY AND A WAIVER OF YOUR LEGAL RIGHT TO COLLECT DAMAGES OR MAKE CLAIMS FOR ANY LOSSES OR LIABILITIES THAT MAY OCCUR AS A RESULT OF YOUR PARTICIPATION IN THE PROGRAM.

FULL LEGAL NAME: _____

ADDRESS: _____

CITY, STATE, ZIP CODE: _____

EMAIL ADDRESS: _____

PHONE NUMBER: _____

PROGRAM DESTINATION: _____

PROGRAM DATES: _____

EMERGENCY CONTACT INFORMATION:

Name: _____ **Relationship:** _____

Phone Number: _____

Signed by: _____

Date: _____

FOR OFFICE USE ONLY:

Approved/Accepted & Date: _____

SHIFT Wellness Representative: _____

SCHEDULE A

Program Details, Destination & Accommodations

Program Details:

Date: September 15th to September 21st, 2019

Cost: \$9500 (Single occupancy)
\$7500 (Double occupancy)

The program **will include** the following elements:

- 6 nights/5 day accommodations with options for single or double occupancy
- Custom curated wellness menus created with the collaboration of our renowned holistic nutritionist Elissa Goodman along with the Four Seasons Executive chef Craig Dryhurst.
- 4 In-depth workshops led by our experts in mindset/healing, holistic nutrition, motivational fitness and mindful awareness.
- Daily fitness group activities; yoga, stand-up paddleboard, tai chi and beachfront walk.
- Wellness activities such as energy healing, reiki sessions, daily guided meditation, thought provoking & inspirational discussions, meeting with local healers, intention setting, sound bath
- Full day off-site excursion experiencing the mana of Maui; starting with renewing your spirit by viewing and exploring the summit and heart chakra that is known to be the Haleakala crater, transformational hike through the bamboo forest, enjoy a unique culinary adventure and end with a visit to a mindful escape in upcountry to experience walking meditation through a labyrinth and partake in an educational discussion on chakras and energy
- Events/Entertainment; Welcome beachfront sunset reception to set the intention for your SHIFT, a thought provoking special documentary screening, drum circle on the beach, star gazing experience, Hawaiian historical story telling, Polynesian evening, and a closing ceremony to culminate your program experience.
- One spa treatment – 60 minute massage or other treatment of equal value
- Round trip transportation to and from the airport
- Round trip transportation to all group activities during the program
- Taxes & Gratuities
- Incredible Welcome Amenity

What is offered but **not included** in the Program:

- Round trip airfare
- Alcoholic beverages
- Additional spa treatments (receive 20% off all additional spa services during your stay)
- SUP yoga (stand-up paddleboard yoga session)

- Individual private training
- Individual reiki and energy healing

Destination:

The Island of Maui ~ *Hawaii is a place that promotes wellness and healing.*

Many people come to Maui to heal – whether they are just getting out of a long relationship, grieving over someone or something lost, or getting over an illness or major life change. *For many people who come to Hawaii, the ocean “calls” to them and helps them heal.*

Four Seasons Resort Maui at Wailea is located on 15 ocean front acres, overlooking a beautiful crescent-shaped gold sand beach in Wailea, an exclusive resort area on Maui’s sunnier side of the island offering 3 championship golf courses, upscale shopping, and a spectacular 2 mile (3 km) beach walk that runs along the ocean. The hotel, which epitomizes a classical Hawaiian palace resort, has 383 spacious rooms and suites located in an 8 story mid-rise building fronting the ocean. Room features include a private lanai or terrace, luxurious marble bathroom, and refrigerated mini- bar customized to guests preference. A stroll through fragrant plumeria trees and art-laden public areas reveals a study in relaxed elegance. What sets the Four Seasons Maui at Wailea apart from other hotels on the islands is the wide array of complimentary services, activities and facilities that are included for all guests which most other Hawaii hotels charge for. Service and attention to detail are the key focus of the hotel staff to ensure a relaxing and memorable stay.

~theluxurytravelexpert.com

Accommodations:

Room Features / Amenities:

- King bed or two queen beds
- 600 SQ. FT. Plus Lanai
- Oversized Marble Bathroom, with deep soaking tub, separate shower and double basin vanity
- Angled view of the Pacific Ocean from the lanai and interior of the room
- Basic wireless Internet access
- Multi-device charger
- Flat-screen TV with full cable access and DVD player
- Bar area with refrigerator, teas set up, and Nespresso machine
- A 65-Inch TV
- Private outdoor living space
- Twice-daily housekeeping with evening turndown service
- Daily newspaper
- Two bottles of water daily in refrigerator

- Luxurious bathrobes and slippers
- Exclusive bath amenities
- Choice of down or hypo-allergenic pillows and duvet
- 24-hour full-menu In-Room Dining
- Movies on demand

Resort Features / Amenities:

- 58 cabanas across the Resort
- 3 Pools Including An Adults Only Pool
- 5 Award winning restaurants
- Outrigger canoe paddling program, weekdays
- Transportation to all destinations in Wailea
- Full Service Spa & Fitness Center



CREDIT CARD AUTHORIZATION FORM

PROGRAM DATES:

Specify Single (\$9500) or

Double Occupancy (\$7500):

CUSTOMER INFORMATION

Name:

Company:

Address:

City, State, & Zip:

Telephone:

Email Address:

PAYMENT INFORMATION

Inclusive Program Rate: \$

Amount to be charged: \$

Authorized Signature:

Print Name:

Date:

Name as it appears on Card:

Credit Card #:

Type of Card:

Exp. Date:

CVV: (3 Digit code on back of card, 4 digit for AMEX)

Billing Address:

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Dietary Restrictions / Food Allergies Form

SHIFT Wellness Program you are attending: _____

Dates attending: _____

PARTICIPANT INFORMATION:

**You do not need to fill out this form if you do not have a food allergy or special dietary need!

Participant Name: _____

Phone: (cell/home) _____

email: _____

***FOOD ALLERGIES/INTOLERANCES:**

Please be as specific as possible regarding the dietary restrictions and/or food allergy/intolerance so we can be sure to accommodate all dietary needs.

Check all that apply:

Wheat _____

Gluten _____

Dairy _____

Shellfish _____

Peanut _____

Tree nuts _____

Eggs _____

Soy _____

Other (please list) _____

Other Special Diet needs or restrictions (i.e., Diabetes, IBS, other): _____

**The Banquet team will make every attempt to meet special diet and food allergy needs but cannot guarantee food service for all food allergies.

Food Allergy Questionnaire

Please answer the following questions to better help us with you needs:

1. What food(s) is the Participant intolerant or allergic to? Please list specific foods that are to be avoided (dairy, gluten nuts, soy, eggs etc.):

2. What are the preferred food substitutions, if any? (soy butter for peanut butter, gluten- free breads, soy milk etc.): _____
3. What types of contact will cause a reaction? circle and explain:
Airborne / Aerosol / Cross Contamination / Actual ingestion of food / Other
Please explain: _____
4. Does the Participant understand the food allergy and what needs to be done to manage it? _____
5. Is there any other information you would like to share to help us meet the Participant's needs? _____

* By signing this form I verify the information provided is true and correct.

Participant Signature: _____

Date: _____