



## **RETREAT & RESIDENCY PROGRAM AGREEMENT**

These terms and conditions are specific to Shambhala Mountain Center's ("SMC") Retreat & Residency Program ("Program").

Understanding that agreement with the following is a prerequisite to participating in the Program, I acknowledge and agree that:

### Residency

I am a permanent resident of somewhere other than Shambhala Mountain Center, Larimer County, Colorado. I understand that participation in the Program will not modify my current residency status.

I recognize that I am a Program participant and not an SMC resident, and thus statutes and other laws governing the rights and obligations of landlords and tenants in the State of Colorado do not apply to my participation in the Program. I agree not to assert any such statutes or other laws.

### Rules & Regulations

I acknowledge that while participating in the Program, I am a guest and invitee of SMC, and as such, I will be required to adhere to all policies and procedures currently in place or adopted or imposed upon persons permitted on SMC property, including but not limited to the Code of Ethics, land rules, and rules designed specifically in response to COVID-19 (SARS-CoV-2) or any other exigent circumstances.

I recognize and agree that SMC reserves the right to impose restrictions and restraints on my activities while on SMC property in order to protect and promote the general welfare or the needs of other persons on the property. I agree to comply with all such restrictions and restraints without objection.

### Modification or Termination of Program Participation

I understand that exigencies may lead SMC, in its sole discretion, to modify or terminate the Program at any time for any reason, including but not limited to changes in COVID-19 conditions, wildfire or other conditions that pose a threat to the health and safety of persons at SMC, or violations of the Code of Ethics or other SMC rules. I understand that such modification or termination may be generally applied, or applied solely to me. If SMC modifies or terminates the Program or my participation in the Program, I agree to comply with any and all such decisions without objection.

I agree that all decisions by SMC to modify or terminate the Program or my participation in it are binding and non-appealable. I understand that I have no due process rights and agree to not assert any.

I understand that I will be solely responsible for the costs of any relocation from SMC, regardless of the cause.

### Health

I understand that SMC is located in a rural, mountainous setting at an elevation of approximately 8,000 feet (2400+ meters), that some conditions can become aggravated at high altitude and such altitude may aggravate an otherwise stable medical condition, and that there are significant, unavoidable risks of harm in such an environment, up to and including severe personal injury or death.

I agree that I have had the opportunity to consider the risks that I am assuming by participating in the Program and have consulted with my healthcare provider about any concerns that I have. Understanding these risks, I accept full responsibility for my own safety and wellbeing at SMC, including my physical and mental health, as well as the safety and wellbeing of anyone under my care.

I understand that it is my sole responsibility to inform SMC of any current medical condition(s) that may affect me or others while attending the Program.

I understand that the nearest professional medical care and pharmacy are at least an hour away.

I agree that it is my responsibility to ensure that I have enough of any medication that I may be taking for the duration of the Program, or that I am capable of acquiring any medication without assistance from SMC or any of its employees or volunteers.

I understand that there are no medical professionals on SMC staff, and understand that SMC is not responsible for providing emergency or other medical care. I agree that if SMC determines in its sole discretion that emergency medical services are required for me or anyone under my care, SMC may arrange for such care solely at my expense, and I will reimburse SMC for any expenses incurred upon request.

### Food Allergies

I understand that although SMC offers wheat-free items with each meal, SMC cannot provide a gluten-free kitchen or guarantee that any foods are certified gluten free. I further understand that food allergies or sensitivities cannot be accommodated.

### Damage to Personal Property

I understand that SMC is not responsible for any damage caused to my personal property, including vehicle(s) on SMC property. I release SMC from liability for any damage done to my personal property.

#### Payment & Cancellation

I understand that full payment for the Program is due prior to my arrival. I also understand that if I cannot pay in full prior to my arrival, it is my responsibility to contact SMC to determine whether a mutually agreeable payment plan may be arranged and that my registration will not be confirmed absent full payment or acceptance by SMC of a payment plan.

I understand that all payments are subject to an additional, nonrefundable 2.75% processing fee.

I understand that if I cancel my Program registration prior to my arrival, prior payments made will be refunded less a separate 2.75% refund processing fee.

I understand the general policy that I will not be entitled to a refund if I choose to leave the Program prior to my scheduled departure date. SMC will consider early departure refund requests on a case-by-case basis.

I understand that if SMC cancels the Program or terminates the Program or my participation in the Program prior to my scheduled departure date, SMC will offer a pro-rated refund based on the amount of the total Program fee.

#### Release from Liability

I agree that to the fullest extent permitted by law, I release SMC, its directors, employees, agents and representatives from liability for any damages or losses on account of personal injury, whether physical or psychological, up to and including death, to me or any guests or visitors I may have, or damage to my personal property resulting from any cause during the Program. SMC shall have no liability for injury or damage caused by third parties.

Date:

Signature: