

Upon clicking 'I AGREE TO THESE TERMS' when paying your deposit, a copy of agreements including your digital acceptance of these terms will be emailed to you. You are required to sign these three agreements in-person to participate in a Whistler Fitness Vacations program when we meet the Monday of your first day. We may, at any time, and at our sole discretion modify these Terms and Conditions with or without notice to the participant. Your continued participation of Whistler Fitness Vacations Program following any such modification constitutes your acceptance of these modified Terms.

Booking Policy, Special Pricing

By joining a Whistler Fitness Vacations program operated by Smiley Fitness Retreats Incorporated, you agree to the below terms, policies and guidelines. As applicable you also agree to the below terms, policies and guidelines on behalf of minors enrolled in a Whistler Fitness Vacations program by you and to indemnify and hold harmless Smiley Fitness Retreats Incorporated with regard to or arising out of or related to the participation of minors enrolled in a Whistler Fitness Vacations program by you.

A. Two Special Pricing Options: Option One or Option Two

At this time Smiley Fitness Retreats is offering you two options for pricing of your program, both that include an early booking offer discount over our regular pricing (the “Regular Pricing”). Smiley Fitness Retreats reserves the right to implement black-out dates as needed based on demand.

a. Option One

Option One is related to a project ongoing for a limited time. The goal of this project is to confirm as many Whistler Fitness Vacations programs possible before April 25, 2024.

Blackout Dates: July 28-Aug 3, Aug 4 - 10, 2024.

If you choose Option One, in exchange for being provided with the highest possible discount on the price of your program in an amount to be advised to you by Smiley Fitness Retreats, due to the group nature of our programs, it also comes with the highest risk and least flexibility for modifying your reservation. If a participant chooses to sign up for a trip before it is confirmed, you agree:

5. To pay the full balance owing within seven days of Trip Confirmation;
6. To non-refundable, non (date) transferable cancellation policy once full balance is made, with no name changes within 59 days of arrival date.
7. To respect the responsibility given as the first four participants of the scheduled trip, as outlined in this policy. Name transfer is strongly encouraged over cancellation once deposit payment is made.
8. To complete full payment before midnight April 25, 2024.

b. Option Two

If you choose Option Two, in exchange for being provided with a discount on the price of your program in an amount to be advised to you by Smiley Fitness Retreats, you agree:

9. To pay the full balance owing within seven days of Deposit Payment;
10. To non-refundable cancellation policy once full balance is made with modifications permitted. See the modification policy below for further details.
11. To complete full payment before midnight April 25, 2024.

B. Your Reservation

12. As a condition precedent to, and in order to officially enrol in any Whistler Fitness Vacations Program and in order to reserve a spot within any Whistler Fitness Vacations Program, you must and shall first:

- a. provide a non-refundable deposit by way of a credit card in the amount of \$995.00 (the Deposit”); and
- b. the Deposit must be made by credit card deposit via our online booking system. See the payment schedule below for further details.

13. I understand that, as this Special Offer is limited to eight guests per trip, booking conditions are in effect.

C. Payment Schedule

The Deposit Payment of \$995.00 shall be by credit card as set out above. If a participant chooses Special Pricing as defined in this agreement below:

14. Full payment for the program must be made by credit card or wire transfer within seven days of paying the Deposit;

15. In the event payment is not made in accordance with this Payment Schedule, Special Pricing will no longer be available to the participant; and

16. If a participant chooses Special Pricing, but then cancels the program, that participant's Deposit will be forfeited to and retained by Smiley Fitness Retreats.

17. Payment must be received by Smiley Fitness Retreats in accordance with the immediately above said schedule outlined in this booking policy. In the event that Smiley Fitness Retreats does not receive payment by the date, set out in the Payment Schedule, Smiley Fitness Retreats reserves the right to cancel your booking.

18. If full payment of the balance owing for a program is not received within seven days after the Trip Confirmation, Smiley Fitness Retreats reserves the right to sell the space to another customer, without refunding that participant's Deposit or any monies paid as a fee or otherwise. Smiley Fitness Retreats will instead provide that participant 100% credit of paid funds towards a future retreat valid for one calendar year.

D. Modifying Your Reservation

a. Option One

19. Under no circumstances may any changes be made to your reservation once you have made final payment for the confirmed trip of Whistler Fitness Vacations Special Pricing. At this time no amount of the Deposit or any monies whatsoever will be refunded to or credited in favour of the participant, forfeiting 100% of the full price of the program to Smiley Fitness Retreats.

Up until the time your reservation is deemed finalized or 'booked' with a booking number provided to you for Whistler Fitness Vacations early booking special (before trip is confirmed with four participants) you may change the dates of your reservation/participation to another available date, at no further charge only as follows:

1. Revisions made 60 days or more before your reservation will result in:

20. Name changes of the participant will be permitted.

21. Forfeiting 100% of the Deposit to Smiley Fitness Retreats;

22. Under no circumstances may any changes be made, within 59 days of the reservation date, at which time no rescheduling or amount of the Deposit or any monies whatsoever will be refunded to or credited in favour of the participant.

b. Option Two

23. Under no circumstances may any changes be made to your reservation within 45 days of the reservation date, at which time no amount of the Deposit or any monies whatsoever will be refunded to or credited in favour of the participant.

Up until the time your reservation is deemed 'booked' with a booking number provided to you for Whistler Fitness Vacations early booking special you may change the dates of your reservation/participation date to another available date, at no further charge only as follows:

1. Revisions made 45 days or more before your reservation will result in:

24. Name changes of the participant will be permitted.

25. Forfeiting 100% of the Deposit to Smiley Fitness Retreats;

Reservations are considered complete when you have made final payment and a confirmation number has been provided to you.

2. Revisions made 45 days or more to your completed reservation will result in:

26. After subtracting the Deposit, the full price of the program less the Deposit will be applied to a future program, which must occur within 12 months from the date of the revision and;

27. Name changes for this rescheduled program of the participant will be permitted.

C. All Special Pricing Reservations

28. If the Whistler Fitness Vacations Program does not confirm 45 days before the date is scheduled to start, your Deposit Payment will be fully refunded or applied to an alternate date to be used within 12 months from the date of the revision.

29. If full payment of the balance owing is not received within at least seven clear days of payment of Trip Confirmation your reservation will be automatically cancelled, and your space will become available for someone else.

30. If you cancel after paying your full balance, all monies paid to Smiley Fitness Retreats shall be forfeited and none shall be refunded, and Smiley Fitness Retreats will only provide any credit for a future program as noted above.

E. Once “Booked” Your Program is Confirmed

31. If you book, your departure as part of the program is guaranteed. You understand that by booking your program, your trip is confirmed only when minimum numbers for the trip are met.

32. Reservations for Option One Special Pricing will be confirmed by Smiley Fitness Retreats via email with a booking number after the trip date is confirmed with four participants making Deposit Payment no later than 45 days prior to the date the Whistler Fitness Vacations is scheduled to start. Reservations for Option Two Special Pricing are confirmed once Deposit Payment has been made.

33. A reservation is not considered “booked” without a confirmation number, provided once full payment is made.

34. When a program is cancelled by Smiley Fitness Retreats before the date of your reservation for any reason other than the fault of the participant or a force of nature, you have a number of options, as follows. You may:

- a. if the program is rescheduled by Smiley Fitness Retreats, accept the program’s new dates for which it was rescheduled;
- b. transfer the Deposit to another program that will occur within 12 months from the date of the cancellation; or
- c. keep your program payments as credit (that never expires) to apply to any future program.

35. In the event of any cancellation of any program, Smiley Fitness Retreats is not responsible for any incidental expenses or consequential losses that the participant (you) may have incurred as a result of the booking, including but not limited to visas, vaccinations, non-refundable flights or rail, non-refundable car parking or other fees, loss of earnings, or loss of enjoyment, etc.

36. If you are offered a refund but request an alternate program of a higher value than that originally booked, then you must pay the difference in price.

37. FORCE MAJEURE: Please note that if a cancellation of a trip (or scheduled tour on the trip) is due to forces of nature, such as wildfires, flooding, extreme storm, government travel advisories or pandemic enforcements, or any governmental Orders or directives or restrictions of any kind related to a pandemic or other health concern or emergency that causes or contributes to the cancellation being necessary, or other similar or comparable conditions, Smiley Fitness Retreats will not be issuing refunds or credits of any kind, and refunds (if any) will have to be processed by your insurance company.

38. There is a minimum numbers of four enrolled participants required, in order to operate any Whistler Fitness Vacations program. In the event a participant chooses Option One Special Pricing, but then cancels the program or payment is not made in accordance with this Payment Schedule, Smiley Fitness Retreats reserves the right to cancel the trip for all participants registered in the Whistler Fitness Vacations Program if minimum participation is no longer met to operate. As a result of a change in circumstances Smiley Fitness Retreats cancels any program, which Smiley Fitness Retreats is entitled to do at its sole discretion exercising its own reasonable judgment, you will have the choice of one of the following two alternative options;

- a. you may choose to book a reservation for the same Whistler Fitness Vacations program at the same rate as the cancelled program on an available date, which date must occur within one year of the date of the cancellation; or
- b. you may choose to receive a full credit for all fees paid to Smiley Fitness Retreats to be applied to a future Smiley Fitness Retreats program of equal or greater value. In the event that such credit is applied to a program of greater value, you will be required to pay the difference.

In neither case shall Smiley Fitness Retreats be liable for travel fees, expenses, damages or any other or resulting or related expenses, losses, damages, or costs of any kind related to or as a result of any cancelled Whistler Fitness Vacations program. Smiley Fitness Retreats will not be issuing refunds of any kind, and refunds (if any) will have to be processed by your insurance company.

39. Your reservation will be confirmed by email 'finalized' with a confirmation number, after the full payment has been received.

- a. Note that no reservation is deemed 'finalized' until a confirmation number has been provided to you, thus
- b. in the unlikely event that you do not receive a confirmation number via email after making the Full Payment, you must contact Smiley Fitness Retreats to obtain a booking number in order to ensure that your reservation is in place.

F. Refer to Website for Details & Pricing

40. The cost of every Whistler Fitness Vacations Program includes everything listed on the Smiley Fitness Retreats official website on the date of booking, subject to the qualification that not every activity and every hike shown on its website will be offered in every program, as set out below.

41. While every effort is made to ensure that our program matches what is being advertised our website and marketing materials (including but not limited to social media, video reviews and our catalogue) this may be subject to change at any time due to

circumstances outside our control, and the participant understands this and agrees to such changes.

42. Not all activities and advertised hiking routes will be provided in every program, which vary on the basis of a multitude of combinations of factors, including but not limited to participant fitness levels, weather and others.

43. You, the participant, understand and agree that due to the nature of the program, the necessity of the long lead times required to organize such programs, situations such as the following can and might be expected to occur:

- a. changes in tour leader or guide assignments;
- b. changes in sequence or timing of the itinerary; and
- c. changes in accommodations or transport, including but not limited to hotels, boats, ships, trains and automobiles.

- i. You understand and agree further that due to the above-stated reasons, Smiley Fitness Retreats cannot guarantee exact adherence to any itinerary or itineraries provided.
- ii. You accept that if any of the aforementioned situations arise either before or during your program, Smiley Fitness Retreats may be required to make decisions to address the changed circumstances and that it may not be possible to provide you with advance notification and you understand and agree to this.

44. Smiley Fitness Retreats does not guarantee every activity and every hike shown on its website and marketing material will be offered in every program, as programs are customized to suit the fitness needs and assure the safety of participants registered in its programs from week to week.

45. Smiley Fitness Retreats and its partners reserve the right to alter programs and itineraries due to weather, road conditions, local circumstances or events, which may include mechanical break down, flight cancellations, illness, Governmental Orders or directives or restrictions of any kind related to a pandemic or other health concern or emergency, strikes, political disputes, weather, and other unforeseeable factors. This includes changes or cancellation of planned events and any other aspects of the program itinerary to ensure the safety of participants and staff. You, the participant, understand and agree to this.

46. Smiley Fitness Retreats accepts no responsibility for losses, expenses due to delays, changes of flights or other services because of strikes, accidents, sickness, damage, negligence, weather, war, changes in schedules, governmental orders or directives or restrictions of any kind related to a pandemic or other health concern or emergency or other similar causes.

47. Smiley Fitness Retreats and its partners do not assume responsibility for accidents or deaths that can be traced to the participants' negligence, acts of third parties or exterior circumstances such as weather, natural occurrences, or other causes.

G. Scheduling, Timely / Means of Payment, Travel & Related Policies

48. You understand that Smiley Fitness Retreats must attend to various arrangements and incur various expense, well in advance of your program, in order to provide an experience to you in accordance with Smiley Fitness Retreats high standards.

a. You thus understand that payment must be received by Smiley Fitness Retreats in accordance with this Booking Policy, in which time is of the essence.

b. In the event that Smiley Fitness Retreats does not receive payment as set out and in accordance with the timing set out in this Booking Policy, Smiley Fitness Retreats reserves the right to cancel your booking and reservation.

49. You, the participant, understands that full payment must be received to confirm your participation.

H. Pricing

50. All prices quoted in our packages are in Canadian dollars.

51. Prices set out on our website are subject to change without notice.

52. Rates are exclusive of 5% Goods and Service Tax, (subject to change without notice).

I. Cancellation

53. **Non-refundable, non-changeable.** Cancellations forfeit entire payment.

a. It's highly recommended to purchase trip cancellation insurance and ensure that you are covered for the activities provided at Whistler Fitness Vacations, before prepaying in full.

54. Rate for any program cannot be combined with any other offer, group or prior reservation.

55. Name changes are not permitted, meaning that reservations may not be assigned or transferred in any manner to any third party.

56. Once Smiley Fitness Retreats confirms the trip, full payment is due within seven days, failing which will result in a 100% forfeiture of the Deposit.

J. Credits and Refunds

57. Each program offered by Smiley Fitness Retreats is a complete, indivisible program, thus credits and refunds shall not be provided if a participant leaves a program early, or fails to participate in a pre-paid activity booked in advance or if a participant misses any part of a program (due to any reason whatsoever, including but not limited to force majeure cancellation of activity or tour, injury, sickness, or personal reasons).

58. Smiley Fitness Retreats staff members have training and experience to assess your physical abilities, and on that basis recommend and assign an appropriate program to you. You, the participant:

- a. recognize and acknowledge that this is part of the service for which you are contracting with Smiley Fitness Retreats; and
- b. that recommendations and assignment are made on the basis of the participant, at a minimum, being physically able to and willing to learn adaptive techniques related to the activities set on the Whistler Fitness Vacations itinerary.

59. You, as the participant, understand and agree:

- a. If a participant does not approve of a program provided, this is neither a ground nor reason for a refund of any kind, and none shall be provided.
- b. All participants recognize and acknowledge it is possible they will dislike the program provided. There will be no customized programs provided to any participant for any reason.

K. Exemptions

60. Smiley Fitness Retreats, at its sole discretion, may consider individual requests for refund grants, beyond twenty-one (21) days of a participant's arrival, but is under no obligation to do so and it will be at the sole discretion of Smiley Fitness Retreats to accede to such a request or refuse to do so, and Smiley Fitness Retreats is under no duty to provide any explanation for its decision in this regard.

61. If a participant so requests, Smiley Fitness Retreats shall endeavour to reschedule that participant's participation in a program to occur for the following year from the original booking date, however this is not guaranteed and any decision to do so or not to do so shall be at the sole discretion of Smiley Fitness Retreats. In any event, no refunds or credits for cancellations to participate in any program shall be permitted or considered once booking has been made as per the requirements of this Booking Policy.

62. It is strongly recommended that all participants purchase trip cancellation insurance at the time of booking, in case of an inability to attend or complete a program.

L. Programs featuring Cat Smiley

63. Smiley Fitness Retreats guarantees that programs advertised as escorted, led or hosted by Cat Smiley will include Cat Smiley being physically in attendance for your program on no less than two days during your scheduled week, during which time Cat Smiley will lead adventure tours, teach classes and workshops. The only exception to this could occur given that Cat Smiley is a single individual who is subject to the same potential for unforeseen circumstances as any other natural person, thus if and only if an unforeseen personal emergency involving Cat Smiley arises, she will not be in attendance at your program, but otherwise will be in attendance and providing the said services.

In the unlikely event Cat Smiley is unable to attend your program for the reasons set out herein, Smiley Fitness Retreats team is trained to operate without Cat Smiley in attendance, and will make every effort to provide an alternate Certified Fitness Trainer that meets Whistler Fitness Vacations high standards, who will direct program activities in place of Cat Smiley and will follow her program guidelines as provided by Cat Smiley. In any such instance, no refunds, credits or program transfers will be provided to any fitness vacations on the basis that Cat Smiley was not in attendance.

M. Lodging & Hotel Policies

64. Lodging is included with the cost of every Whistler Fitness Vacations Program through the weekend, for 6 nights of retreat duration. The same unit throughout, however, is not guaranteed.

- a. Smiley Fitness Retreats will endeavour to avoid a participant having to change units for programs exceeding four weeks, to the best of its ability, however this is not guaranteed.
- b. All lodging blocks run Sunday to Saturday.
- c. **No Room Transfer by Participant:** You agree and understand that you are prohibited from assigning any rights or obligations under this agreement, or to resell or otherwise transfer to anyone, reservations for guest rooms, meeting rooms or any other facilities made pursuant to this agreement.

65. **Billing Arrangements for Travel and Hotels:** You understand and agree that:

- a. Smiley Fitness Retreats shall be paying the expense for lodging within your hotel room, as part of your program; however
- b. all participants, including you, are responsible and liable for and must pay any incidental or additional charges associated with your hotel room or hotel stay; and
- c. Smiley Fitness Retreats pricing and fees do not include, and specifically exclude, travel to & from the starting location, or food & beverages of any kind. This expense is 100% the participant's (your) responsibility.

d. You, the participant, are responsible for your airfare or other expenses related to such travel, and are responsible for any non-refundable expenses you incur in the event Smiley Fitness Retreats cancels a program. As noted throughout this agreement Smiley Fitness Retreats highly recommends you obtain travel insurance with coverage regarding this and all your travel expenses, in case your program is cancelled.

66. **Lodging Security Deposit:** Separate lodging security deposits (the “Lodging Security Deposit”) are required upon check-in to your lodging, as per the terms of the policies of the relevant Smiley Fitness Retreats hotel partner.

- a. The Lodging Security Deposit must be paid by a credit card issued by a major financial institution, which must be in the participant’s name, unless otherwise arranged with and agreed to by Smiley Fitness Retreats.
 - i. Participants are responsible to advise Smiley Fitness Retreats no less than fourteen (14) days prior to their reservation date if they do not have such a credit card in order to attempt to arrange pre-authorization by other means.
- b. The agreement for lodgings is separate to that of any agreement between the participant and Smiley Fitness Retreats.
 - i. Participants are financially responsible for all items on their hotel bill (including but not limited to parking passes, room service, keys, laundry, tipping, dining, damage etc).

N. Arrival (Check-In)

67. All participants must arrive and check-in with the Westin Resort and Spa on the Sunday prior to the start of your program, in order to start the program on Monday. *Refer to website for current pandemic arrival policy.*

- a. Check-in begins at 4:00 pm on the Sunday before the relevant session start day.

68. Separate lodging security deposits are required upon check-in to your lodging, as per the terms of The Westin Resort and Spa. This is required with a credit card in the participant’s name, unless otherwise arranged.

O. Departure (Check-Out)

69. Check-out is from 10:00 am on Saturday, or anytime after the end of the scheduled program at 2:00 pm on Friday.

70. All Smiley Fitness Retreats property must be returned on Friday to Smiley Fitness Retreats.

- a. Replacement charges will be billed to you, the participant, for any borrowed items not returned, or items returned broken or returned in unusable condition suited for future participants.

P. Parking

71. Parking is not included with your program fees.

72. All towing expenses or any damages incurred during the towing process are the sole responsibility of the vehicle driver and owner.

Q. Early Departure, Incomplete Participation & Transferability

73. Neither refunds nor credits shall be provided to participants who leave a program early, or are unable to participate in included activities or miss a scheduled activity or day, or do not meet our required fitness standard or code of conduct.

- a. Full payment will be retained by Smiley Fitness Retreats and partners in the event of early departure or no-show (a participant failing to attend or failing attend as per the requirements of this Booking Policy).
- b. Refunds or credits shall not be provided to participants who leave a program early, or are unable to participate in every scheduled activity, or miss a training session, or day.
- c. No name transfer is permitted within seven days of your Trip Confirmation for the Whistler Fitness Vacations Programs, including for reasons of early departure or cancellation.

74. **Bookings made are 100% non refundable once paid**, and should a guest check out of their room early, or check out of the program for any reason no refund or credit will be offered on any portion of the program.

75. Should a participant's room be left uninhabited for 24 hours with no prior notice to the hotel, the participant will be checked out automatically from the hotel and no refund will be offered or alternative lodging provided.

76. Participants are not required to attend every activity in a scheduled day, however, all participants are required to inform Smiley Fitness Retreats of any absences at a previously arranged meeting time, which Smiley Fitness Retreats will communicate to the participants.

R. Qualifying Fitness Levels, Pacing & Intensity

77. Due to the group nature of our program, Smiley Fitness Retreats has fitness requirements to ensure safe participation and active input of each valued participant. It cannot be stressed enough that fitness levels are each individual's responsibility, regardless of our trips being 'slow pace' this is in comparison to the standard pace advertised on trail map for the planned schedule of Whistler Fitness Vacations Program.

All participants should address their training needs well in advance of departure and should be ready to participate at a social pace compatible to the group.

By signing up for any program by Smiley Fitness Retreats, you confirm that you meet these requirements, or will commit to meeting these requirements before arriving in Whistler.

- a. It is the participant's responsibility to test prior to signing up and plan their fitness programming to ensure that they are within the fitness level (upon arrival) that we require.

78. Smiley Fitness Retreats strives to operate with no more than six participants per trip leader, with group splits based on pace when more than seven participants are present, although this is not guaranteed. Tours may have up to eight participants per trip leader.

79. Smiley Fitness Retreats group programs are designed for participants who meet the following minimum criteria:

- a. being at least at a base fitness level (as set out in this agreement); and
- b. are devoid of ongoing physical injuries or emotional/psychological/psychiatric maladies.
 - i. For example, if you are afraid of wildlife, you will not be scheduled indoors or provided customized scheduling due to these fears.
 - ii. We are a group program, outdoors rain or shine.

80. Other than as set out herein, and subject only to any exceptions set out in this Booking Policy, Whistler Fitness Vacations Programs guided activities will proceed with a maximum of four participants per instructor. In instances of seven or more participants enrolled in such an activity, the group will be divided, on the basis of participants demonstrable level of abilities, as assessed by a member of Smiley Fitness Retreats in its sole discretion.

81. In the event a participant participates in one of the Whistler Fitness Vacations Programs, but it is determined by Smiley Fitness Retreats that the said participant does not meet the minimum fitness criteria, or is not devoid of ongoing physical injuries or emotional/psychological/psychiatric maladies, Smiley Fitness Retreats will rely on agreed terms outlined in this document, and may exercise its right to remove the participant from the program without refund of any kind.

78. By signing below, you represent to Smiley Fitness Retreats the following is true:

- a. You have reviewed the activity schedule for Whistler Fitness Vacations Programs and believe yourself to be able to participate responsibly in enough of the adventure tours provided to have a great week.
- b. You will commit to physical preparation prior to the trip as needed to arrive at a pace that is compatible for the scheduled activity advertised.
- c. You identify as female.
- d. You are looking for physical challenge.

S. Photography & Social Media

79. Smiley Fitness Retreats and the tour leader reserve the right to take photographs or videos, including of all participants, during the operation of any program or part thereof and to use the resulting photography, videos, or recordings for promotional or commercial use. By making a reservation, the participant agrees to allow that participant's likeness to be used by Smiley Fitness Retreats and third parties licensed by Smiley Fitness Retreats without compensation to the participant.

80. If the participant prefers that the participant's likeness not be used, the participant must notify Smiley Fitness Retreats and the Tour Operator in writing prior to departure from the Whistler Fitness Vacations Program.

81. Copyright in all photographs, video, and related materials created by Smiley Fitness Retreats or at the direction of Smiley Fitness Retreats or with Smiley Fitness Retreats authorization (collectively "Program Materials") belongs to Smiley Fitness Retreats upon creation.

- a. The participant grants to Smiley Fitness Retreats a non-exclusive, worldwide, irrevocable license to use any Program Materials in any media for the following limited purposes:
 - i. editorial use,
 - ii. promotion of that editorial use, and promotion of Smiley Fitness Retreats, travel programs, or of the mission of Smiley Fitness Retreats and its fitness retreats including Whistler Fitness Vacations Programs.

T. Travel Insurance and Medical Matters

Due to the nature of the remoteness of Whistler Fitness Vacations programs, Smiley Fitness Retreats highly recommends that every participant purchase a good quality travel insurance policy that covers trip cancellations due to forces of nature such as wildfires or acts of gods. British Columbia has experienced wildfires during the summer season, and trips have had to cancel in the past due to forces of nature such as, but not limited to, wildfires. If a trip is cancelled due to forces of nature such as a wildfire or others, which poses high risk or access into the wilderness area where the program or activity takes place, there will be no refunds made by Smiley Fitness Retreats Incorporated.

82. It is mandatory for all participants, including you, to purchase Emergency Medical Insurance with coverage of no less than \$200,000.00 CAD that covers emergency evacuation and repatriation for the activities, sports and adventures that Smiley Fitness Retreats offers.

83. While every effort is made to ensure your safety at all times, in the unfortunate event of an injury requiring medical attention, an ambulance will be called. This is both to protect you, and to allow other guests to continue scheduled activity with their guide.

84. Smiley Fitness Retreats staff cannot be booked for personal care or assistant purposes even if you are missing a workout session due to injury including hospital assistance or travel arrangements.

85. Your required policy must also reimburse for prepaid, non-refundable cancellation charges if you must cancel your trip (after the effective date) due to covered sickness, accidental injury, or death of you, a family member or traveling companion; inclement weather, unforeseen natural disaster at home or at your destination, strike or other covered reasons.

86. The Whistler Fitness Vacations Program offered by Smiley Fitness Retreats is a complete, indivisible program. Should you be unable to participate safely until the end of your program, including but not limited to being unable to continue the hiking, walking and conditioning activity at an intensity that exerts you due to new injury or recurring, West Coast Fitness Vacations will not provide documentation of any kind to your insurance company or assist in any way in your claim including breaking down the value of missed participation. Packages are sold as a whole package, which means that if you are remaining in the lodging while not participating, the insurance company will likely not honour your claim. We accept no responsibility for this of any kind.

87. Smiley Fitness Retreats strongly recommends all participants purchase travel insurance with comprehensive coverage for trip-cancellation and trip-interruption at the time of booking your program, in addition to ensuring that you are medically fit to travel well in advance of, and again shortly before, your travel-date.

88. You must notify Smiley Fitness Retreats in writing during the process of booking (on your registration form) of any medical conditions, pregnancy, disability or any other mental and or physical condition which may affect fitness participation or travel or any medical condition that may require special programming or non-participation in some activities. This includes any symptoms of Covid-19 or suspected exposure to the virus that causes Covid- 19. Failure to notify Smiley Fitness Retreats of such a medical condition may result in your being refused travel, in which case the client is bound by the terms as set out herein.

89. Health Insurance: Participants are required to carry each day their health insurance card that will require them to be admitted into hospital in the event of an emergency.

- a. For British Columbia residents for example, this is your B.C. Med card.
- b. For out-of-province or international participants, it will be your travel insurance card with medical coverage.
- c. This must be placed in your pack at all times, accessible by staff if needed.

90. Medical Attention During A Program: While every effort is made to ensure the safety of all participants in Smiley Fitness Retreats programs at all times, in the unfortunate event that medical attention is required for you, an ambulance will be called to avoid disruption of other programming and participation by others.

91. If there is an injury or accident within any group that requires a group leader to manage or otherwise attend to it, such that time is detracted from the program for rest of the group, whether or not this interferes with anyone completing a planned workout or activity, such time will not be compensated or credited to anyone by Smiley Fitness Retreats or replaced in any way. Every participant understands that a group leader's time is dedicated to the group as a whole, and if more time must be spent with any participant for any reason, this does not equate to any other participant being afforded more time as a result.

92. Decisions made by Smiley Fitness Retreats Trip Leaders or other representatives will at all times be final on all matters likely to affect the safety and well-being of the participants or the program. Smiley Fitness Retreats reserves the right to prohibit any participant from continuing with a program, with no right of refund if, in a member of Smiley Fitness Retreats opinion, that participant's actions pose a threat to the safety of others, to wildlife, to themselves, or if the participant's actions or behaviour are harming the enjoyment of the program for others. This includes situations in which the participant (you) suspects she may have a contagious illness that could infect other participants or others.

- a. Smiley Fitness Retreats staff will aid you in seeking medical attention if necessary or altering your travel plans as much as we are able, subject to the policies set out in this agreement, including others regarding "Medical Attention During a Program".

93. You understand and agree that if you are unable to authorize your own medical attention, you authorize Smiley Fitness Retreats or its subcontractors or agents to authorize medical attention on your behalf.

- a. You agree to hold harmless and release Smiley Fitness Retreats from any liability for medical attention authorized by them, their subcontractors or agents on your behalf.
- b. Smiley Fitness Retreats assumes no liability regarding provision of medical care or evacuation services.
- c. Any of Smiley Fitness Retreats staff or sub-contractors who may provide or seek emergency medical care on your behalf may not have had formal medical or first aid training and are acting only as a "good samaritan" and you understand and agree to this.

94. Medical Evacuations: In the unlikely event of an emergency, participants will be required to pay for any rescue or evacuation costs incurred on their behalf or as a result of their actions.

U. Hiking, Outdoor-Activity & Related Risks

95. You understand that Whistler Fitness Vacations Programs include outdoor activities, including but not limited to hikes, and that some of these activities will be taxing to you physically and may occur on uneven or steep terrain.

96. You also understand that Whistler Fitness Vacations Programs activities include some hazards inherent in the activities themselves, and assume all risk related to hiking and all outdoor activities and any related hazards or potential hazards, including but not limited to negligence by any member of Smiley Fitness Retreats and its staff or contractors or representatives, and you assume all such and related risks, and you agree that in the event you suffer damage, loss or injury as a result of or related in any way to anything that occurs during or in any way related to hiking or any outdoor activity during your Whistler Fitness Vacations Program, you hereby agree that Smiley Fitness Retreats and its agents, members, Directors, Officers employees or assigns are not liable or vicariously liable for any such related loss or injury, and you hereby waive any right to claim any compensation or damages whatsoever from Smiley Fitness Retreats with regard to same, and this waiver of your rights applies even in the event of negligence by any member of Smiley Fitness Retreats.

97. Notwithstanding and without limiting any of the foregoing, you specifically understand and agree and assume the risks as follows, including releasing from responsibility or liability for protecting me from the following:

a. The risk of injury, including disability or death, arising from the activity or equipment, including equipment failure, is significant.

b. There is a risk of falling, causing and resulting in, among other injuries broken bones, head injury, neck injury, back injury, loss of balance or control and falls, particularly on steep, slippery or difficult terrain, difficulty or inability to control ones speed and direction, errors of judgment, lack of preparation, personal property, failure to act safely or within one's ability or within a designated area, impact or collision with vehicles, other persons or objects, becoming lost, going off route, and potential for severe disability and death.

c. There is a risk of injury or death as a result of an act of nature, including but not limited to hypothermia, hyperthermia, frostbite, a rock fall, inclement weather, cold weather, hot weather, sun, thunder and lightning, wind, temperature, icefall, falling rock triggered by natural forces, hidden or exposed rocks, boulders, ice, logs, stumps, roots, forest deadfall, tree-wells, trees and other objects; falling trees, forest fires, and other natural elements of any kind including unstable snow or ice, and other conditions.

d. There are specific risks that will require particular care on your part when crossing, climbing, or down-climbing rock, including but not limited to the above.

e. There are specific risks that will require particular care on your part when encountering water, which are associated with water and waterbodies, including but not limited to still and moving water, lakes, streams, creeks and rivers including crossings, cold water immersion, entrapment by trees, logs, rocks or equipment, drowning, limited visibility, severe or rapidly changing weather with little or no warning including storms, high winds and lightning, dangerous and unpredictable water conditions including waves, currents, rapids, white water and waterfalls.

f. There is a risk of negligence by you, or on the part of Smiley Fitness Retreats or its agents, members, Directors, Officers employees or assigns or other participants or others you encounter, which could result in injury or death, and you assume these risks and specifically waive rights to claim any liability for any injury, death or losses related to same.

g. There is a risk of injury as a result of attacks by or encounters with wildlife or insects or plant-life. If any participant has any allergy to anything that may be encountered in nature, it is that participant's responsibility to bring and keep with them at all times any and all related medication, including but not limited to emergency medication, including but not limited to inhalers and Epinephrine injection devices (aka "EpiPen") and Smiley Fitness Retreats is not responsible or liable

for any injury or complication or death associated with or related to any participant's allergy or lack of availability of related medication.

h. There is a risk of accident or injury or illness in remote places, where emergency assistance or medical care or cellular-phone service are not available or are not immediately available and rescue may be distant or time-consuming.

i. There are special risks related to fatigue, chill, dizziness or illness, which may reduce coordination, dexterity or physical abilities, which may increase risk of injury, loss or death and you assume this risk.

j. There may be special risks associated with your own physical abilities, coordination, dexterity or ability to understand or ability to follow instructions.

k. Participation in any Whistler Fitness Vacations Program may include risk of exposure to COVID-19, including the risk of contracting same and suffering from illness, symptoms or death, and you assume this risk.

l. I understand that this list of risks is not complete, and I assume the risk of unknown risks that could result in injury, loss or death associated with all Whistler Fitness Vacations Program activities.

V. Smiley Fitness Retreats Third Party "Partners"

98. In order to provide to you the program in which you have enrolled, Smiley Fitness Retreats partners with various third parties, including but not limited to hotels, tour operators, shuttle companies, activity providers and local operators, and sub-contractors.

99. Hotels, shuttle services, guiding or other elements of a Smiley Fitness Retreats program are provided by local suppliers who may themselves engage the services of local operators or sub-contractors.

100. Smiley Fitness Retreats at all times endeavours to appoint reputable and competent local suppliers, though we cannot guarantee a certain standard of service quality or performance as these contractors are outside our direct control.

101. You understand and agree that Smiley Fitness Retreats is neither responsible, nor liable for the experience provided by any third party, whatsoever; including but not limited to quality of service or product supplied, or injury, loss or damage in any way related to, resulting from or associated with such service or product.

102. You, as the participant, also understand and agree that you may, and likely will, be required to sign a separate waiver or agreement with any third party providing a service or equipment or staffing related to any Smiley Fitness Retreats program, and a failure or refusal to do so may result in being unable to participate in some activities.

W. Force Majeure

103. Under no circumstances shall Smiley Fitness Retreats be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly forces beyond its control (the "Triggering Event"), including, without limitation:

- a. strikes,
- b. work stoppages,
- c. accidents,
- d. acts of war or terrorism,
- e. civil or military disturbances,
- f. nuclear or natural catastrophes or acts of God,
- g. interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services,
- h. governmental prohibitions on travel, and

- i. any matters related to a medical pandemic or epidemic or virus or any state of emergency that causes circumstances to be impracticable to proceed with the program; it being understood that Smiley Fitness Retreats shall use reasonable efforts which are consistent with accepted practices in the event-planning industry to avoid the need to invoke this force majeure clause and to proceed with the program.

104. In the event Smiley Fitness Retreats shall be invoking and relying upon the force majeure clause set out immediately above, it shall give notice to the participant in the same manner as the parties had previously communicated in regards to the program, within two days of the occurrence of the Triggering Event or within two days that Smiley Fitness Retreats ought reasonably to have known of the Triggering Event.

105. In the event the said force majeure clause is triggered and is invoked, its invocation relieves Smiley Fitness Retreats from performance of contractual obligations pursuant to this Booking Policy, without creating a duty to refund or return any monies advanced hereunder.

X. Medical Clearance

106. Smiley Fitness Retreats does not require participants to obtain medical clearance to participate, however we recommend that all participants who are new to exercising seek medical clearance prior to commencing a fitness program in preparation for their stay.

107. If you believe you do not qualify for a Whistler Fitness Vacations Program, because you do not meet the criteria set out in this Booking Policy – either due to medical or clinical advice or as a result of your own belief – Smiley Fitness Retreats recommends you do not participate in one of its programs.

108. While every effort is made to ensure that our program matches what is being advertised on our website, this may be subject to change at any time due to circumstances outside our control.

109. Not all adventure activities and advertised hiking routes will be provided in every program. This varies upon participant fitness levels, weather and other factors.

110. Consult a physician before starting any Smiley Fitness Retreats exercise program.

111. Participation in all provided tours is not guaranteed, as you must be able to safely participate in the advertised adventure tours on the Whistler Fitness Vacations itinerary. Every tour is optional, and no alternative tour is offered if you are unable to participate for any reason including your technical ability, your health or your physical readiness.

112. Results of participation in a Smiley Fitness Retreats program may vary.

Y. Covid-19 Policy

113. Smiley Fitness Retreats will not operate Whistler Fitness Vacations Programs if it reasonably believes it is unsafe to do so, on the basis of governmental communications or recommendations with regard to same.

114. Smiley Fitness Retreats regularly monitors the COVID-19 situation to ensure best practices & will make all decisions with regard to any of its programs on the basis of same.

115. If you develop COVID-19 or become unwell for any reason prior to arrival, it is your responsibility to see full terms subject to this agreement, including the right of Smiley Fitness Retreats to refuse same, as set out above.

116. If Smiley Fitness Retreats staff assigned to your program, during your program, contract COVID-19, or are diagnosed with COVID-19, and/or are legally required to self-isolate you understand and agree that the time will either be made up during the scheduled duration of your program, or continued per planned schedule with an alternative staff member.

Z. Law & Dispute Resolution

117. This Booking Policy, and agreement set out herein, will be exclusively governed by and interpreted in accordance with the laws of British Columbia. Any disputes pursuant to same shall be brought in the courts of British Columbia, which shall exercise sole and exclusive jurisdiction over any and all disputes arising from or connected with this Agreement or the associated event, service, program or activity provided by Smiley Fitness Retreats, and no other court or adjudicative body in any other jurisdiction shall have jurisdiction to resolve disputes related to this document or a participant's participation in any service, program or activity provided.

118. By signing below, the participant agrees to attorn to the jurisdiction of the British Columbia Courts for the immediately above said purpose.

119. Should any provision of this agreement be declared or held invalid or unenforceable by a court of competent jurisdiction, then such invalidity or unenforceability will not affect the validity or enforceability of any or all of the remaining provisions of this document which will continue in full force and effect and be construed as if this Booking Policy and agreement herein had been executed without the invalid and unenforceable provision.

120. The parties agree that, in the event litigation relating to this Booking Policy is filed by either party, the non-prevailing party in such litigation will pay the prevailing party's costs, and fully indemnify the prevailing party with regard to all costs, fees or expense of any kind resulting from the litigation, including reasonable lawyer's fees payable on a solicitor-client basis.

121. In the event of any inconsistency between this term and any Rule of Court, this term is understood and agreed by the parties to this Booking Policy and agreement herein to supersede all Rules of Court, and this term shall govern any such litigation.

122. The terms of this Booking Policy and agreement herein are contractual and not mere recitals.

(NOTE: The below must be completed on the 'paper copy' of this Booking Policy.)

SIGNED IN THE PRESENCE OF WITNESS:

Witness Signature

(PRINT NAME CLEARLY)

)
)
)
)
)
)

SIGNATURE OF PARTICIPANT

(PRINT NAME CLEARLY)

Behaviour & Code of Conduct

1. The following is the code of conduct (the “Code of Conduct”) to which the participant agrees, and all participants agree, as a condition to participate in any program (the “Whistler Fitness Vacations Program”) offered by Catherine Smiley, operating as Smiley Fitness Retreats Incorporated, and DBA Whistler Fitness Vacations (collectively hereafter defined for the purposes of this Behaviour & Code Of Conduct as “Smiley Fitness Retreats”).

A. Respectful Behaviour and Conduct

2. Smiley Fitness Retreats strives to create a respectful atmosphere for everyone involved in its programs. Thus, all participants understand and agree to no violence be it physically, emotionally or verbally toward anyone.

a. In the event any participant contravenes this policy, Smiley Fitness Retreats retains sole discretion to immediately remove that participant from the program. In the event that this measure proves necessary, Smiley Fitness Retreats will provide a brief explanation to the removed participant setting out the incident or incidents that gave rise to the said removal, within 45 days of receiving a written request for same.

3. I am aware that group programs require compromise to accommodate varying personalities, wants, abilities and objectives of group members. Bearing this in mind, I agree at all times to act in an appropriate social manner with my fellow trip members and to act in an appropriate and respectful manner.

4. I understand and accept that, my personal desires notwithstanding, a member of Smiley Fitness Retreats may be required, based upon his/her/their experience and upon the wishes of the group members, to improvise and exercise his or her or their own judgment or make good-faith decisions concerning the management of the program, and I agree to abide by all such decisions.

B. Safety & Adherence to Rules

Smiley Fitness Retreats takes your safety and well-being very seriously, which is why we partner with accredited tour operators, licensed guiding companies and other trained professionals for our programs. However, you are ultimately responsible for your safety, which is why we ask all participants to sign a liability waiver before departure. To avoid possibly dangerous situations, it is extremely important that you obey any rules and regulations imposed by Smiley Fitness Retreats staff or local guides and instructions given by them.

5. Smiley Fitness Retreats reserves the right, at its sole discretion, to remove any participant from any program or activity who risks the safety of others by their conduct or otherwise. This includes the use of drugs, violence, exhibiting signs of contagious illness, and other factors within the sole judgment of Smiley Fitness Retreats.

6. Smiley Fitness Retreats also reserves the right, at its sole discretion, to remove any participant from any program or activity who refuses to follow directions provided. Neither a refund nor a credit shall be provided to participants who are removed.

C. Cell Phones

7. All cell phones must be on flight mode during the scheduled day with the exception of lunch breaks and personal emergencies (except while in the process of being used for the purpose of taking photos). Photo breaks are coordinated throughout your scheduled day, during which you are welcome to use your phone.

D. "Rules and Policies" Attached

8. In addition to and notwithstanding anything herein, all participants agree to be bound by the Rules & Policies set out at Schedule A", attached hereto, which shall form part of this Code of Conduct and agreement.

SCHEDULE "A" RULES & POLICIES

Notwithstanding and in addition to everything set out above, all participants of Whistler Fitness Vacations Programs agree to be bound by and abide by the following, failing which they may be removed from the program without refund, at the sole discretion of Smiley Fitness Retreats:

I. If a participant in any program becomes injured, no revised or personally tailored program and no rehabilitation guidance shall be provided and no refund shall be provided, other than individual assignment at the Westin Resort and Spa Health Club subject to the terms and limitations set out above.

II. If a participant in any program becomes injured, no revised or personally tailored program and no rehabilitation guidance shall be provided and no refund shall be provided, other than individual assignment at the Westin Resort and Spa Health Club subject to the terms and limitations set out above.

III. All participants of Whistler Fitness Vacations Programs recognize that fitness guides are neither fitness trainers nor nutritionists; rather are first-aid qualified motivators whose role and responsibility is to ensure participants do not get lost. It is the responsibility of the participant to remain close to their guide on the trails and communicate immediately if this is not possible.

IV. Vehicles used by Smiley Fitness Retreats in its programs are support vehicles only, and are not intended to be principal transportation. Whistler Fitness Vacations strives to share its active transportation principles of biking or walking to all scheduled activities, and all participants agree to participate in same.

V. Heart-rate monitors must be worn at all times, and all participants agree to make best efforts to remain within suggested heart-rate targets.

VI. Participants recognize and understand that levels of programs and exercises to which they will be assigned are not intended to be customized or personal to them; and that the programs provided are intended to be group-fitness, with *no personal training provided.*

VII. Support outside of regularly scheduled program hours is provided via the front desk at the Westin Resort and Spa.

VIII. All activity questions and injury updates should be communicated to Trip Leader at the daily morning meeting.

IX. Injury assessments will not be conducted by any member of Smiley Fitness Retreats staff or management, this is the sole responsibility of your appointed doctor or physiotherapist.

X. Smiley Fitness Retreats support staff is prohibited from providing personal phone numbers or connect by social media to participants, and all participants of Whistler Fitness Vacations Programs agree not to request this information.

XI. There is no lifeguard on duty at the hotel pools. If participants are swimming with a Smiley Fitness Retreats employee, the participant understands that these staff members (and all Smiley Fitness Retreats Staff Members) are not lifeguards. Participants personally assume all risks of injury or death by drowning or otherwise associated with swimming, and hereby waive any entitlement to compensation or to claim liability by or on the part of Smiley Fitness Retreats or any of its employees, servants, agents or assigns.

XII. If a participant in any Whistler Fitness Vacations Program has *any chronic medical condition that would not preclude them from participating in the program, but is reasonably likely of some concern, that participant assumes full responsibility to take all precautions necessary* to address same and to provide written guidelines to Smiley Fitness Retreats in the event its staff must monitor that participant for signs or symptoms associated with that condition. All participants understand and acknowledge that Smiley Fitness Retreats Staff have no knowledge of medical conditions and are not medically trained.

(NOTE: The below must be completed on the 'paper copy' of this Code of Conduct.)

SIGNED IN THE PRESENCE OF WITNESS:

Witness Signature

(PRINT NAME CLEARLY)

)
)
)
)
)
)

SIGNATURE OF PARTICIPANT

(PRINT NAME CLEARLY)

SMILEY FITNESS RETREATS INC. - WAIVER OF LIABILITY

**RELEASE OF LIABILITY, WAIVER OF CLAIMS,
ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT
(hereinafter referred to as the "Waiver of Liability")
BY SIGNING THIS DOCUMENT YOU WILL WAIVE OR GIVE UP
CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE
OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT
*PLEASE READ CAREFULLY!***

INITIAL

Please Print

Name	Last	First	Middle Initial
LIST ALL MINOR CHILDREN			
Address	Street		
	City	Prov./State	Postal/ZipCode

1. This Waiver of Liability is in favour of and enures to the benefit of Smiley Fitness Retreats Incorporated, and DBA Whistler Fitness Vacations (collectively hereafter defined for the purposes of this Waiver of Liability as "Smiley Fitness Retreats").

2. By signing below, all participants in the above or any program, service or activity provided by Smiley Fitness Retreats agree and understand that:
 - a. the activities offered are active and athletic in nature; and
 - b. certain hazards and risks are inherent to the activities, programs and services provided by Smiley Fitness Retreats that cannot be eliminated without destroying the unique character of the activities.

3. Smiley Fitness Retreats will push the limits of participants' abilities, including physical, mental and emotional limits, and are hereby contracted to do so. This cannot be eliminated without destroying the character of the program, activity or service. This poses further risks to participants and all participants voluntarily agree to assume associated risks.

4. In addition to the risks of the activities themselves, there are further inherent risks and hazards that could result in destruction, loss or damage to equipment, clothing, or other personal property or could result in personal injury or death; including, but not limited to:
 - a. acts of other participants (including the failure of other participants to follow instructions or obey rules);
 - b. negligence including acts or omissions by Smiley Fitness Retreats or its staff or assigns;
 - c. manufacturers' defects or malfunctions in equipment;
 - d. weather conditions;
 - e. consumption of food or drink;
 - f. fire;
 - g. first aid; and
 - h. emergency treatment or other services provided.

5. It is a condition of all participants participating in any program, activity or service provided by Smiley Fitness Retreats that the undersigned understands and accepts that it is each participant's responsibility to:

a. ensure he or she considers and understands the risks, dangers, hazards and potential harm inherent in any activity offered by Smiley Fitness Retreats; and

b. determine for him or herself on that basis whether he or she is fit (physically, emotionally, health-wise, or otherwise) to participate in any activity.

6. I, the undersigned, understand and accept that it is my responsibility to:

a. ensure I consider and understand the risks, dangers, hazards and potential harm inherent in any activity offered by Smiley Fitness Retreats; and

b. determine for myself on that basis whether I am fit (physically, emotionally, health-wise, or otherwise) to participate in any activity.

7. I hereby confirm that I am aware of and now freely accept the risks in connection with my participation in all programs or services offered by Smiley Fitness Retreats.

8. I hereby consent to participate in a program or service offered by Smiley Fitness Retreats, and do not rely upon any oral or written statements, promises or other communications made by Smiley Fitness Retreats, or otherwise communicated to me, other than as set out in this document.

9. This document will be exclusively governed by and interpreted in accordance with the laws of British Columbia, and any disputes pursuant to same shall be brought in the courts of British Columbia and the courts of British Columbia shall exercise sole and exclusive jurisdiction over any and all disputes arising from or connected with this agreement or the associated service, program or activity provided by Smiley Fitness Retreats, and no other court or adjudicative body in any other jurisdiction shall have jurisdiction to resolve disputes related to this document or a participant's participation in any service, program or activity provided by Smiley Fitness Retreats.

By signing below in order to participate in a Smiley Fitness Retreats program, you, the participant, agree to the terms and conditions set out in this document, and agree to attorn to the jurisdiction of the British Columbia Courts for this purpose.

I UNDERSTAND THAT NEGLIGENCE AS DEFINED IN THIS WAIVER OF LIABILITY INCLUDES FAILURE ON THE PART OF SMILEY FITNESS RETREATS INCORPORATED OR ITS EMPLOYEES, AGENTS, REPRESENTATIVES OR ASSIGNS TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH PARTICIPATING IN ANY OF SMILEY FITNESS RETREATS PROGRAMS, ACTIVITIES OR SERVICES, INCLUDING, BUT NOT LIMITED TO, PHYSICAL PROGRAMS AND PROVISION OF OR THE INGESTION OF FOOD OR DRINK OR PROVISION OF ACCOMMODATIONS. I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE AND LOSS RESULTING THEREFROM.

I AGREE TO WAIVE ANY AND ALL LIABILITY ON THE PART OF SMILEY FITNESS RETREATS AND ANY OF HER OR ITS EMPLOYEES, AGENTS, REPRESENTATIVES, OR ASSIGNS.

I HEREBY WAIVE, RELEASE, DISCHARGE, INDEMNIFY AND HOLD HARMLESS SMILEY FITNESS RETREATS INCORPORATED AND ITS EMPLOYEES, AGENTS, REPRESENTATIVES, OR ASSIGNS FROM ANY AND ALL LIABILITY ARISING OUT OF OR IN CONNECTION WITH PARTICIPATION IN THE ABOVE DESCRIBED PROGRAMS, SERVICES OR ACTIVITIES OR ARISING OUT OF OR IN CONNECTION WITH ANY FOOD, BEVERAGE OR ACCOMMODATIONS PROVIDED.

For the purposes of this Waiver of Liability, **“liability” means any and all claims, demands, actions and causes of action whatsoever that a participant or participant’s heirs or personal representatives may have against Smiley Fitness Retreats Incorporated** or its employees, agents, representatives, or assigns, because of accident, illness, injury or death that may be sustained by the participant during or by reason of the above programs, activities or services, or provision of accommodations or food or drink or for loss or damage to any property belonging to the participant occurring during or by reason of the above programs, activities or services or provision of accommodations or food or drink.

I UNDERSTAND I WILL BE REQUIRED TO AGREE TO TERMS UPON SIGNUP BY CHECKING THE 'I AGREE' BOX BEFORE PAYING A DEPOSIT. I ALSO UNDERSTAND AND AGREE THAT I WILL SIGN A PAPER COPY OF THIS WAIVER OF LIABILITY UPON ARRIVAL TO THE PROGRAM, ACTIVITY OR SERVICE.

(NOTE: The below must be completed on the ‘paper copy’ of this Waiver of Liability.)

SIGNED IN THE PRESENCE OF WITNESS:

Witness Signature

(PRINT NAME CLEARLY)

)
)
)
)
)
)

SIGNATURE OF PARTICIPANT

(PRINT NAME CLEARLY)