

EN DASH GROUP — DESTINATION EXPERIENCE

PARTICIPANT AGREEMENT, RELEASE OF LIABILITY, ASSUMPTION OF RISK, PHOTO RELEASE, AND CANCELLATION POLICY (2026)

PLEASE READ CAREFULLY. This Agreement includes a **release of liability**, an **assumption of risk**, and other important terms. By signing, you may be giving up certain legal rights to sue or recover damages from **En Dash Group** for claims arising from ordinary negligence to the extent allowed by law.

A plain-English “Policies at a Glance” summary may be provided for convenience only; in any conflict, this signed Agreement controls.

1) Parties and Definitions

This Participant Agreement (“**Agreement**”) is between **En Dash Group** (“**Company**”) and the undersigned participant (“**Guest**,” “**you**,” or “**your**”).

- “**Experience**” means the destination retreat/experience you purchased from Company and all related events, activities, excursions, services, and travel components offered, arranged, hosted, or facilitated by Company.
- “**Experience start date**” means Day 1 of the Experience, which is the Guest’s arrival day (the first scheduled day of the Experience, as listed in your invoice/booking confirmation).
- “**Activities**” may include, without limitation, ATV, biking, boating, cooking, dining, hiking, horseback riding, yoga, transportation in Company or other vehicles, classes/instruction, travel to/from scheduled activities, and any other activities associated with the Experience.
- “**Third-Party Providers**” means any person or entity not owned/controlled by Company that provides goods or services during the Experience (e.g., drivers, guides, hotels/villas, activity operators, restaurants).

2) Acknowledgment of Inherent Risks; Assumption of Risk

You understand that travel and recreational activities involve **known and unknown risks** that may result in injury, illness, property damage, or death. These risks may include, for example: vehicle travel and traffic; road/trail conditions; altitude or motion sickness; dehydration/heat illness; sudden weather changes; slips/falls; animals/insects; food/water issues; equipment failure; actions of other participants or third parties; limited access to immediate medical care; and “acts of God.”

You **voluntarily choose to participate** in the Experience and **assume all risks** of participation, whether or not described here, including risks arising from the **ordinary negligence** of Company to the extent permitted by law.

3) Release of Liability (Ordinary Negligence)

To the maximum extent permitted by law, you **release and forever discharge** Company and its owners, officers, employees, agents, contractors, volunteers, and representatives (“**Released Parties**”) from **any and all claims, demands, causes of action, damages, or liabilities** arising out of or related to your participation in the Experience, including claims for bodily injury, personal injury, illness, death, or property damage, **whether caused by the ordinary negligence of the Released Parties or otherwise.**

This release does not apply to claims arising from **gross negligence, willful misconduct, or fraud** to the extent such claims cannot be released under applicable law.

4) Indemnification and Hold Harmless

You agree to **defend, indemnify, and hold harmless** the Released Parties from any claim, liability, damage, loss, cost, or expense (including reasonable attorneys' fees) arising out of or related to:

- (a) your acts or omissions during the Experience;
- (b) your breach of this Agreement; or
- (c) claims brought by or on behalf of others arising from your participation.

5) Medical Acknowledgment; Emergency Care

You represent that you are physically and mentally able to participate and have not been advised otherwise by a qualified medical professional. Company is not qualified to assess your fitness to participate.

You authorize Company to obtain or attempt to obtain **emergency medical care** for you if reasonably necessary. You understand you are responsible for **all costs** associated with medical care, evacuation, or related expenses. You **release** the Released Parties from liability arising from first aid, treatment, or services rendered or not rendered in connection with the Experience, to the maximum extent allowed by law.

6) Third-Party Providers; No Responsibility for Their Acts

Company may arrange or facilitate services from Third-Party Providers. You acknowledge that Third-Party Providers are **independent** and that Company is **not responsible** for their acts, omissions, errors, delays, injuries, losses, or damages. Any dispute or claim involving a Third-Party Provider is between you and that provider.

7) Personal Property

You are responsible for your personal property during the Experience. Company is not responsible for loss, theft, or damage to your property.

8) Code of Conduct (Incorporation by Reference)

The Guest Code of Conduct is incorporated into this Agreement by reference. Guest agrees to comply with the Guest Code of Conduct during the Experience. Serious or repeated violations may result in removal from the Experience without refund, as provided in this Agreement and the Cancellation Policy.

9) Photo / Video / Audio Release (Optional Opt-Out)

You grant Company the right to capture and use photographs, video, or audio recordings of you taken during the Experience for legitimate business purposes, including marketing and promotional use, without compensation. You acknowledge that your consent (or opt-out) is confirmed during registration, and that Company will make reasonable efforts to honor opt-out requests; however, incidental/background capture may occur in group settings.

10) Force Majeure

Company will not be liable for failure or delay in performance due to events beyond Company's reasonable control ("**Force Majeure**"), including but not limited to: natural disasters; severe weather; fire; earthquakes; acts of terrorism; war; civil unrest; labor disputes; pandemics/epidemics;

governmental actions (including border closures, travel restrictions, advisories); and transportation disruptions/closures of airports/ports.

Force Majeure may require changes to the Experience, including itinerary adjustments, substitutions, or cancellation as described in Section 13.

11) Travel Insurance (Strongly Recommended; Guest Choice Confirmed at Registration)

Travel insurance is strongly recommended for all Guests for all travel dates. Guests are encouraged to purchase coverage that includes, at minimum: trip cancellation/interruption, emergency medical expenses, and emergency medical evacuation and repatriation.

You acknowledge that Company does not sell travel insurance and cannot advise on or guarantee the scope of any policy; coverage, limits, and exclusions vary by plan. You further acknowledge that Company is not responsible for costs you incur due to delays, disruptions, illness, injury, or other events affecting your travel or participation (including events outside Company's reasonable control), and that your decision to obtain (or decline) travel insurance is confirmed during registration.

12) International Travel Responsibilities

You are responsible for passports, visas, vaccinations/health requirements, quarantine rules, customs/immigration compliance, and any fees or requirements of countries visited or transited. Company is not responsible for denied entry, delays, or missed portions of the Experience due to documentation issues or government decisions.

13) Cancellation + Transfer Policy (2026)

A) Deposit

Deposit amount: \$1,500 (non-refundable) holds your slot and will be applied toward your total Experience price (as stated on your invoice/booking confirmation).

B) How to Cancel

To cancel, you must provide **written notice by email** to: suzanne@endashgroup.com. The effective cancellation date is the date/time the email is received.

C) Refund Schedule (excluding non-refundable deposit)

Because we commit to lodging and expert travel well in advance, our cancellation window begins at 90 days. Refunds apply to amounts paid beyond the non-refundable deposit and are calculated based on the number of days before the Experience start date (Day 1 / arrival day).

- **90+ days before start:** 100% refund of amounts paid beyond deposit
- **60–89 days before start:** 75% refund of amounts paid beyond deposit
- **30–59 days before start:** 50% refund of amounts paid beyond deposit
- **0–29 days before start:** No refund (all payments forfeited. If you cancel inside 29 days and we are able to fill your spot from the waitlist, we may offer a credit toward a future retreat (at our discretion)).

No-show: If you do not arrive/participate as scheduled, no refund is provided.

Refund timing: If a refund is due, Company will process it within **14 business days**, minus any non-refundable payment processing fees charged to Company (if applicable and permitted by law).

Optional add-ons follow the same schedule unless stated otherwise in writing.

D) Transfer to Another Person

You may transfer your booking to another person **at any time** if:

1. Company receives written notice by email at least **72 hours** prior to the Experience start date;
2. the replacement Guest completes the required registration and agreement materials, and meets any participation requirements; and
3. you remain responsible for any price differences, vendor fees, or administrative costs associated with the transfer.

Company may reasonably refuse a transfer if required information is not provided, deadlines are missed, or participation requirements are not met.

E) If Company Cancels or Materially Changes the Experience

If Company cancels the Experience for reasons other than Force Majeure, Company will offer either:

- a **refund of amounts paid to Company** (including deposit), or
- a **credit** toward a future Experience (your choice unless otherwise required by law).

Rescheduling by Company

If Company reschedules the Experience dates, Guest may transfer all amounts paid to Company, including the deposit, to the rescheduled dates. If Guest is unable to attend the rescheduled dates, Company will offer either (i) a credit toward a future Experience within twelve (12) months, or (ii) a refund of amounts paid to Company, less any non-refundable third-party costs already incurred on Guest's behalf and any non-refundable payment processing fees charged to Company (if applicable and permitted by law).

If Company makes a **material change** (e.g., date change, location change, or significant reduction of core inclusions), Company will notify you and provide options that may include a refund or credit, depending on the circumstances.

F) Force Majeure Cancellation or Disruption

If the Experience is canceled or substantially disrupted due to Force Majeure, Company will use reasonable efforts to offer a **credit** for a future Experience and/or refunds **only to the extent Company receives refunds from Third-Party Providers** and after unavoidable costs already incurred. You acknowledge that some costs may be non-refundable, which is why travel insurance is strongly recommended.

14) Governing Law; Venue; Severability

This Agreement is governed by the laws of the **State of Washington**, without regard to conflict of laws principles. Venue for any dispute shall be the state or federal courts located in **King County, Washington**, unless otherwise required by law.

If any provision of this Agreement is held invalid or unenforceable, the remaining provisions will remain in full force and effect.

15) Entire Agreement; Signature

This Agreement constitutes the entire agreement between you and Company regarding the Experience and supersedes prior understandings on these topics.

Guest Full Legal Name: _____

Email: _____

Phone: _____

Emergency Contact Name + Phone: _____

Guest Signature: _____ **Date:** _____

CONTACT

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