



# Booking Policy, Agreement, Rules, Policies & Waiver of Liability

## *Smiley Fitness Retreats Inc, DBA Cat Smiley Boot Camp*

1. This Booking Policy enures to the benefit of Smiley Fitness Retreats Incorporated, DBA Cat Smiley Boot Camp (collectively hereafter defined for the purposes of this Booking Policy as Cat Smiley Boot Camp).
2. The following is a Booking Policy applicable to all programs and services operated by Cat Smiley Boot Camp, hereafter referred to as a "Retreat Program" or simply as a program or a service.
3. By joining a Retreat Program operated by Cat Smiley Boot Camp, you agree to the below terms, policies and guidelines.
4. As applicable you also agree to the below terms, policies and guidelines on behalf of minors enrolled in a Retreat Program by you and to indemnify and hold harmless Cat Smiley Boot Camp with regard to or arising out of or related to the participation of minors enrolled in a Retreat Program by you.

### **A. Your Reservation**

As a condition of and in order to officially enrol in any Cat Smiley Boot Camp program and in order to reserve a spot within any Cat Smiley Boot Camp program, you must and will first provide a non-refundable deposit by way of a credit card in the amount of \$995.00 (the "Deposit"), which must be made by credit card deposit via phone signup or our online booking system. See the payment schedule below for further details.

### **B. Modifying Your Reservation**

Up until the time you have made your final payment for the price owing for any Cat Smiley Boot Camp program 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:

- a. forfeiting 100% of the Deposit to Cat Smiley Boot Camp;
- b. after subtracting Deposit, full price of the program less Deposit will be applied to a future program, which program must occur by no later than 12 calendar-months from the date of revision; and
- c. name changes of the participant will be permitted.

2/ Revisions made 35-44 days before your reservation will result in:

- a. forfeiting 100% of the Deposit to Cat Smiley Boot Camp;
- b. forfeiting 25% of the full price of the program to Cat Smiley Boot Camp;
- c. after subtracting the Deposit and 25% of the full price of the program, the full price of the program less the Deposit and 25% of the price will be applied to a future program, which program must occur by no later than 12 calendar-months from the date of the revision; and
- d. name changes of the participant will be permitted.

3/ Under no circumstances may any changes be made, within 32 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.

### **C. Once 'Booked' Your Program is Confirmed**

Once you sign up, your program is confirmed and Cat Smiley Boot Camp will provide your program on the scheduled date, unless circumstances outside its control prevents it from doing so, in which case you are entitled to the relief set out in this agreement.

When a program is cancelled by Cat Smiley Boot Camp 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:

1. if the program is rescheduled by Cat Smiley Boot Camp, accept the program's new dates for which it was rescheduled;
2. transfer the Deposit to another program that will occur within 12 months from the date of the cancellation; or
3. keep your program payments as credit (that never expires) to apply to any future program.

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

Please note that if a cancellation of a trip is due to forces of nature, such as wildfires, flooding, extreme storm, a government travel advisory by any level of government in Canada, or any governmental Orders or directives or restrictions of any kind related to a pandemic or other health concern or emergency that cause or contribute to the cancellation being necessary, or other similar or comparable conditions, Cat Smiley Boot Camp will not be issuing refunds or credits of any kind, and refunds (if any) will have to be processed by your insurance company.

There are no minimum numbers of enrolled participants required, in order to operate any Cat Smiley Boot Camp program.

Your reservation will be confirmed by email with a booking number, after the Deposit has been provided. Note that no reservation is deemed finalized or 'booked' until a booking number has been provided to you, thus in the unlikely event that you do not receive a booking number via email after making the Deposit, you must contact Cat Smiley Boot Camp to obtain a booking number in order to ensure that your reservation is in place.

### **D. Refer to Catalog for Details & Pricing**

The cost of every Cat Smiley Boot Camp program includes everything listed on the Cat Smiley Boot Camp catalog on the date of booking, subject to the qualification that not every activity and every hike shown on its catalog will be offered in every program, as set out below.

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.

Not all fitness classes 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.

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

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

Cat Smiley Boot Camp does not guarantee every activity and every hike shown on its website 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.

Further, Cat Smiley Boot Camp and its partners reserve the right to alter programs and itineraries due to weather, road conditions, local circumstances or events, which may include mechanical breakdown, 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.

Cat Smiley Boot Camp 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.

Cat Smiley Boot Camp 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, wear or other similar causes.

In the event a participant elects to not participate in any part of the program itinerary, the participant is not entitled to any refund or credit.

Cat Smiley Boot Camp recommends you bring money for personal purchases and unforeseen items that you may require.

Cat Smiley Boot Camp reserves the right to offer online and group discounts on a case by case basis or at any time in its own discretion, but is under no legal obligation to do so.

#### **E. Scheduling, Timely / Means of Payment, Travel & Related Policies**

You understand that Cat Smiley Boot Camp 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 Cat Smiley Boot Camp's high standards.

You thus understand that payment must be received by Cat Smiley Boot Camp in accordance with this agreement, in which time is of the essence. In the event that Cat Smiley Boot Camp does not receive payment as set out and in accordance with the timing set out in this agreement, Cat Smiley Boot Camp reserves the right to cancel your booking and reservation.

#### **F. Payment Schedule**

The Deposit Payment of \$995.00 shall be by credit card as set out above.

If full payment of the balance owing for any program is not received by the deadline date indicated on the website, or (if signing up after deadline) at least 45 clear days prior to the date of your reservation for any program your reservation will be cancelled, all monies paid to Cat Smiley Boot Camp shall be forfeited and none shall be refunded, and Cat Smiley Boot Camp will not provide any credit of any kind.

The only acceptable means of payment for the Deposit for any Cat Smiley Boot Camp program is by a Visa or MasterCard credit card. The remaining balance after paying the Deposit shall be paid by way of wire transfer which you must arrange directly with Cat Smiley Boot Camp staff.

Prices for all Cat Smiley Boot Camp programs, and any pricing or dollar amounts set out in this agreement, are in Canadian Dollars. All monies paid to Cat Smiley Boot Camp must be paid in Canadian Dollars.

Rates cannot be combined with any other offer, group or prior reservation.

You understand that Cat Smiley Boot Camp must attend to various arrangements and incur expense in order to facilitate the participation of anyone attending one of its programs and in reliance up on its expectation you will the participant will so participate, thus, if - for any reason other than as a result of Cat Smiley Boot Camp doing so - you cancel your participation in a program, you will be provided with a reasonable opportunity to reschedule under the same booking name.

If you opt not to reschedule, or change the booking name as outlined and limited by the terms of this agreement, all monies paid by you to Cat Smiley Boot Camp to that date will be 100% non-refundable and shall be retained by Cat Smiley Boot Camp.

Cat Smiley Boot Camp recommends trip cancellation travel insurance (such as World Nomads) to secure your travel. Cat Smiley Boot Camp does not specifically endorse World Nomads or any other travel insurance and recommends you consult a duly qualified insurance broker with regard to same.

When your reservation is booked, it is booked for the named participant, which is you personally or in some cases, such as a minor-participant in exceptional cases, a participant enrolled by you. The reservation is transferrable, however, any such transfer must occur no less than 33 clear days before any registrant's scheduled reservation date. No transfer of any reservation to anyone else or any revision whatsoever to an enrolled participant's program, is or will be permitted within 32 days of the earliest date of that participant's scheduled reservation.

If Cat Smiley Boot Camp cancels any program, which Cat Smiley Boot Camp is entitled to do at its sole discretion exercising its own reasonable judgment, you will have the choice to book a reservation for the same Cat Smiley Boot Camp program at the same rate as the cancelled program on an available date, must occur by no later than 12 calendar-months from the date of the cancellation. No refund will be provided for any reason.

In the unlikely event of a cancellation, under no circumstances shall Cat Smiley Boot Camp 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 Cat Smiley Boot Camp program.

With regard to any participant's own travel, it is that participant's sole responsibility to monitor travel restrictions as they relate to Canada and British Columbia, or the local municipality or district or area or region where your Cat Smiley Boot Camp program will proceed, including but not limited to entry requirements and travel recommendations, and to ensure they will be able to attend the program on the date scheduled. Cat Smiley Boot Camp shall bear no liability whatsoever, and shall be under no obligation to provide any refund or credit of any kind, in the event any participant is unable to attend a program on a scheduled date, for any reason.

### **G. Name Changes & Transferability**

Within 31 days of your reservation, you may request to change the name on the reservation to a different participant, however there is no guarantee your request will be accommodated by Cat Smiley Boot Camp.

Notwithstanding anything else in this agreement, in cases that a participant requests the participant's name to be changed to an alternate participant, any such name changes must be pre-approved by the Fitness Director of Cat Smiley Boot Camp after having a reasonable opportunity to assess and after the Fitness Director does assess whether that replacement participant is a suitable fit to the group. Cat Smiley Boot Camp may, at its sole discretion, choose not to approve any such name change and replacement participant.

Under no circumstances may you or any participant re-sell a program for a higher price than paid for it.

## H. Lodgings and Hotel Policies

Lodging is included with the cost of every Cat Smiley Boot Camp program through the weekend, for programs of up to four weeks. The same unit, however, is not guaranteed.

Cat Smiley Boot Camp 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.

All lodging blocks run Sunday to Saturday.

**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.

### **Billing Arrangements for Travel and Hotels:**

You understand and agree that:

1. Cat Smiley Boot Camp shall be paying the expense for lodging within your hotel room, as part of your program; however
2. all participants, including you, are responsible and liable for and must pay any incidental or additional charges associates with your hotel room or hotel stay; and
3. Cat Smiley Boot Camp pricing and fees do not include, and specifically exclude, travel to the starting location. This expense is 100% the participant's (your) responsibility. 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 Cat Smiley Boot Camp cancels a program. As noted throughout this agreement Cat Smiley Boot Camp highly recommends you obtain travel insurance with coverage regarding this and all your travel expenses, in case your program is cancelled.

**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 Cat Smiley Boot Camp' hotel partners. The Lodging Security Deposit must be paid by a credit card issued by a major financial institutions, which must be in the participant's name, unless otherwise arranged with and agreed to by Cat Smiley Boot Camp. Participants are responsible to advise Cat Smiley Boot Camp 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. The agreement for lodgings is separate to

that of Cat Smiley Boot Camp. Participants are financially responsible for all items on their hotel bill (parking passes, keys, damage etc).

## I. Arrival (Check-In)

**Subject only to governmental restrictions and directives in place at the time of arrival for a Cat Smiley Boot Camp Program\***, all participants must arrive and check-in with Cat Smiley Boot Camp on Sunday to start the program on Monday. Check-in is the Sunday before session start day, and a failure to do so could result in a participant being unable to participate in or participate fully in a scheduled program, in which event no refund or credit will be provided. All participants will be required to provide valid photo identification upon check-in.

**\*Refer to the Cat Smiley Boot Camp Program website to determine whether there are any current governmental restrictions and directives in place**, and if so, the Cat Smiley Boot Camp Arrival Policy in place, during that time.

## J. Departure (Check-Out)

Check-out is at any time after the completion of the scheduled program on Friday, or by 10:00 am on the following day - Saturday.

All Cat Smiley Boot Camp property must be returned to Fitness Director on Friday morning. Please ensure all Cat Smiley Boot Camp property is returned clean for the next guest. In the event any participant fails to return any Cat Smiley Boot Camp property, or returns any such property in a broken or damaged condition, you understand and agree that it will be necessary for Cat Smiley Boot Camp property to charge that participant the replacement cost for broken, damaged or lost items and in the event you are such a participant you agree to pay that amount.

## **K. Early Departure, Incomplete Participation & Transferability**

Cat Smiley Boot Camp packages run from Monday to Friday, with Saturday and Sunday unstaffed. In the event you depart early from or discontinue your participation in any Cat Smiley Boot Camp program, or fail to attend any Cat Smiley Boot Camp program on the date scheduled, you will not receive a refund of any monies paid to Cat Smiley Boot Camp, or any payment from Cat Smiley Boot Camp of any kind or any credit of any kind.

In the event of you do not participate in every scheduled activity that is provided by Cat Smiley Boot Camp, or miss any session or day of program, you will not receive a refund of any monies paid to Cat Smiley Boot Camp, or any payment from Cat Smiley Boot Camp or any credit of any kind.

**It is highly recommended by Cat Smiley Boot Camp that you purchase a travel insurance policy, or other insurance policy or coverage,** which covers scenarios that may prevent you from attending any portion of the program in which you are enrolled related to unforeseen circumstances, including but not limited to medical or personal emergency.

Should you be unable to participate safely until the end of your program at an intensity that exerts you, as a result of a new injury or recurring injury, including but not limited to being unable to continue the hiking, walking and conditioning activity, Cat Smiley Boot Camp will not provide documentation of any kind to your insurance company or assist in any way with any insurance claim, including breaking down the value of missed participation. Packages are sold as a whole package, thus if you remain in the lodging while not participating in the program, the insurance company may not provide coverage for your claim. Cat Smiley Boot Camp accepts no liability or responsibility for this of any kind, without restriction.

Due to the nature of the remoteness of Cat Smiley Boot Camp programs, Cat Smiley Boot Camp 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 Cat Smiley Boot Camp.

If a participant becomes injured during her stay at Cat Smiley Boot Camp and for that reason is unable to join scheduled group activities, medical or physiotherapist clearance must be provided to the Fitness Director prior to returning to the program, along with guidelines for exercise. This is at the participant's expense.

## **L. Qualifying Fitness Levels, Program Activities, Pacing & Intensity**

Due to the group nature of our programs, Cat Smiley Boot Camp programs are designed and intended exclusively for women of beginner fitness levels. It is each participant's responsibility, meaning it is your responsibility, to plan fitness programming to ensure that at the time of arrival at your program you fall within the required level of fitness as set out herein. You understand that Cat Smiley Boot Camp does not offer private programming (unless arranged prior to booking, on a case by case basis) and that the intent of all Cat Smiley Boot Camp programs is to cause all participants to be challenged physically throughout the day, and for this reason you understand and agree that Cat Smiley Boot Camp reserves the right to exclude any participant, including you, from group guided cardiovascular activities and particular fitness classes if that participant does not demonstrably meet Cat Smiley Boot Camp's requirements, as assessed by a member of Cat Smiley Boot Camp at its sole discretion. If this occurs, participants may stay for the duration of their booked time without programming provided by Cat Smiley Boot Camp.

Cat Smiley Boot Camp group programs are designed for participants who meet the minimum criteria of:

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

In the event a participant participates in one of Cat Smiley Boot Camp programs, but it is determined by Cat Smiley Boot Camp that the said participant does not meet the minimum fitness criteria, or is not devoid of ongoing physical injuries or emotional/psychological/psychiatric maladies, Cat Smiley Boot Camp 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.

Other than as set out herein, and subject only to any exceptions set out in this agreement, Cat Smiley Boot Camp guided activities will proceed with a maximum of four participants per instructor. In instances of five or more participants enrolled in such an activity, the group will be divided, on the basis of participants' pace and demonstrable level of related abilities, as assessed by a member of Cat Smiley Boot Camp, in its sole discretion.

By signing below, you represent to Cat Smiley Boot Camp the following is true:

1. According to medical reference, you would benefit from losing weight.
2. You believe and agree that being lighter would improve your overall quality of life.
3. Your flat treadmill mile at fastest pace is between 11 and 25 minutes for one mile distance.
4. You will partake in necessary preparation prior to arrival to ensure that gentle walking for up to two hours will be enjoyable and pain free, to allow safe participation in group walks.
5. You are at least 18 years of age, unless previously agreed with Cat Smiley Boot Camp's Fitness Director, in writing.
6. You are female, which is defined for the purposes of this agreement as an individual's actual or perceived sex, gender identity, self-image, appearance, behavior, or expression, whether or not that gender identity, self-image, appearance, behavior or expression is different from that traditionally associated with the sex assigned at birth.

If you arrive to begin a Cat Smiley Boot Camp program at a level that you cannot be accommodated with the group pace on the trails, you will be assigned self-guided hikes at the trails listed in catalog as an alternative. You understand that only one hiking guide is provided for our group at Cat Smiley Boot Camp and we're unable to accommodate slower or faster than listed pace with its infrastructure, scheduling limitations, programming, level of staffing, trail-access or support.

Due to the group nature of our programs, activities in Cat Smiley Boot Camp programs proceed at the pace of the group, as set out in this agreement.

- a. While every effort is made to keep the pace of the group compatible and challenging during workouts and other activities, the pace is based on the slowest person. This is particularly the case on nature walks, which are an essential part of the experience of any Cat Smiley Boot Camp program.
- b. If the pace of the group is as such that you are the slowest person, you agree to move at training rate according to your moderate heart rate zone, as recommended by your accompanying Fitness Director.
- c. The pace of any group may not be such that it provides to every participant a workout. If the pace of your group is slower than you would prefer, Cat Smiley Boot Camp asks you to take the time to enjoy the benefits of camaraderie and being in nature, as these constitute part of the various intended goals of all Cat Smiley Boot Camp programs.

Each day of a Cat Smiley Boot Camp program includes a meeting that you are required to attend in person. Participants are not required to attend every class included in a Cat Smiley Boot Camp program, or every activity in a scheduled day, however, all participants are required to inform Cat Smiley Boot Camp of any absences that day by no later than the end of the morning meeting on any given day. A failure to do so is a material breach of this agreement by the participant.

Cat Smiley Boot Camp does not guarantee any particular results or any weight loss for any particular participant. You understand and agree to participate in a Cat Smiley Boot Camp program with the knowledge that results between participants may vary.

Medical Clearance and Requisite Level of Fitness: Cat Smiley Boot Camp recommends that all participants seek medical clearance prior to commencing a fitness program in preparation for their stay. This is not a condition of attending a Cat Smiley Boot Camp program, however, every participant bears her own responsibility to ensure she is sufficiently healthy and fit to participate in her chosen program, and if as a result of non-fitness a participant is prevented from participating or participating fully in any Cat Smiley Boot Camp program, or is unable to participate or participate fully, Cat Smiley Boot Camp shall not provide any refund, compensation or credit with regard to same.

**No refunds or credits for cancellations to participate in any program shall be permitted or considered once booking has been made.**

### **M. Photography**

Cat Smiley Boot Camp 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 his/her likeness to be used by Cat Smiley Boot Camp and Third Parties licensed by Cat Smiley Boot Camp without compensation to the participant.

If the participant prefers that her/their likeness not be used, she/they must notify Cat Smiley Boot Camp and/or the Tour Operator in writing prior to departure from the fitness program.

Copyright in all photographs, video, and related materials created by Cat Smiley Boot Camp or at Cat Smiley Boot Camp' direction or with its authorization ("Program Materials") will belong to Cat Smiley Boot Camp upon creation. The participant grants to Cat Smiley Boot Camp a non-exclusive, worldwide, irrevocable license to use any Program Materials in any media for the following limited purposes: editorial use, promotion of this editorial use, promotion of Cat Smiley Boot Camp, travel programs, or promotion of the mission of Cat Smiley Boot Camp.

### **N. Health & Insurance**

As a condition to participating in any Cat Smiley Boot Camp program, participants are required to carry at all times while participating in any Cat Smiley Boot Camp program a health insurance card that will provide them with the means to be admitted into hospital in the event of an emergency, and coverage for any such medical or related expenses. For British Columbia residents for example, this would be a "BC Services Card". For out-of-province or International participants, it will be your travel insurance card with medical coverage. This must be placed in your pack at all times, or if you are not wearing a pack must be otherwise on your person, and be available to and easily accessible to Cat Smiley Boot Camp staff if needed.



As a condition to participating in any Cat Smiley Boot Camp program, participants are required to carry at all times while participating in any Cat Smiley Boot Camp program Emergency Medical Insurance providing coverage of no less than \$200,000.00 that covers both emergency evacuation and repatriation for the activities, sports and adventures that Cat Smiley Boot Camp offers. Your insurance policy must provide coverage for prepaid, non-refundable cancellation charges, payable in the event you must cancel your trip due to covered sickness, accidental injury, or death of you, a family member or travel-companion; inclement weather, unforeseen natural disaster at home or at your destination, strike or other covered reasons.

Cat Smiley Boot Camp 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.

You must notify Cat Smiley Boot Camp 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 to travel or any medical condition. This includes any symptoms of Covid-19 or suspected exposure to the virus that causes Covid-19. Failure to notify Cat Smiley Boot Camp of such a medical condition may result in your being refused travel, in which case the client is bound by the terms as laid out here.

#### **O. Medical Attention During a Program**

While every effort is made to ensure the safety of all participants in Cat Smiley Boot Camp 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 participants' programming and participation.

Cat Smiley Boot Camp and its staff take a particular interest in the overall well-being of participants in our programs, and for that reason will always make the best effort possible to visit you in hospital, however, due to limited time, resources and staffing this is usually only possible when you are on a private tour, and may be impossible in any particular instance, and Cat Smiley Boot Camp is not under any legal obligation or duty to visit you in hospital.

Cat Smiley Boot Camp staff are not available to be booked for personal care/assistant purposes, even if you are missing a workout session due to injury. This is not a service offered by Cat Smiley Boot Camp under any circumstances.

If there is an injury or accident within any group that requires a group leader to manage or otherwise attend to, 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 Cat Smiley Boot Camp or 'made up' in any way. Every participant understand 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.

Cat Smiley Boot Camp's Trip Leader's or other representatives' decisions will at all times be final on all matters likely to affect the safety and well-being of the participants or the program. Cat Smiley Boot Camp reserves the right to prohibit any participant from continuing with a program, with no right of refund if, in a member of Cat Smiley Boot Camp's 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) suspect she may have a contagious illness that could infect other participants or others. Cat Smiley Boot Camp 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".

You understand and agree that if you are unable to authorize your own medical attention, you authorize Cat Smiley Boot Camp or its subcontractors or agents to authorize medical attention on your behalf. You agree to hold harmless and release Cat Smiley Boot Camp from any liability for medical attention authorized by them, their subcontractors or agents on your behalf. Cat Smiley Boot Camp assumes no liability regarding provision of medical care or evacuation services. Any of Cat Smiley Boot Camp's 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."

**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.**

## **P. Policy Regarding Credits & Refunds**

Each program offered by Cat Smiley Boot Camp 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 or if a participant misses any part of a program (due to any reason whatsoever, including but not limited to injury, sickness, or personal reasons).

Cat Smiley Boot Camp staff have training and experience to assess your physical abilities, and on that basis recommend and assign an appropriate program to you. You recognize and acknowledge that this is part of the service for which you are contracting with Cat Smiley Boot Camp. That recommendation and assignment are made on the basis of the participant, at a minimum, being physically able to and willing to learn adaptive techniques as it relates to participation in the program.

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. 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, and all participants recognize and understand this.

## **Q. Programs featuring Cat Smiley**

Cat Smiley Boot Camp 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 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, Cat Smiley Boot Camp' team is trained to operate without Cat Smiley in attendance, and will make every effort to provide an alternate Certified Fitness Trainer that meets Cat Smiley Boot Camp' 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 camps on the basis that Cat Smiley was not in attendance.**

## **R. Age Restriction**

Cat Smiley Boot Camp group weight loss camp is limited to women of at least 18 years old. This age restriction can be flexible if pre-arranged prior to confirming your booking, if and only if agreed to in advance by Cat Smiley Boot Camp. All participants will be required to provide valid photo identification confirming their age, upon check-in.

## **S. Parking**

All participants in any Cat Smiley Boot Camp program are expected to adhere to parking rules, regulations and laws at the hotel or any facility they attend, as well as all local, provincial or other laws. In the event a vehicle in the control of or otherwise associated with a participant is towed away for alleged violation of any of the foregoing, or for any reason at all, all such towing expenses and related charges including but not limited to storage fees, or any damages or expense whatsoever, howsoever incurred during or related to the tow or the towing process are the sole responsibility of the participant, and in no case is Cat Smiley Boot Camp responsible or liable therefor.

## **U. Dog Friendly Program & Assumption of Risk**

You understand and agree, and accept all risk associated with the fact, that staff and guests of Cat Smiley Boot Camp may have a dog or dogs in attendance at a Cat Smiley Boot Camp program, and it may be that you encounter other dogs during the course of your program. You understand and accept all risk associated with the fact that dogs are not 100% predictable and no guarantee can be made that any dog will not do something to cause damage, loss or injury, and you assume all risks related to encountering dogs.

You agree that in the event you suffer damage, loss or injury as a result of or related in any way to any dog during your Cat Smiley Boot Camp program, Cat Smiley Boot Camp its agents, members, Directors, Officers employees or assigns are not liable or vicariously liable for any such related loss or injury. You specifically hereby waive any right to claim any compensation for damages whatsoever from Cat Smiley Boot Camp or Catherine Smiley with regard to same. This waiver of your rights applies even in the event of negligence by any member of Cat Smiley Boot Camp.

While dog-friendly rooms are available, customer's dogs are not to be in attendance for any part of the program including but not limited to hiking, meetings or workouts. In some situations an exemption to this rule can be made, depending on your dog's fitness, behaviour and compatibility with program environment including other guests. Unless any such exemption is specifically set out by Cat Smiley Boot Camp in writing, no such exemption exists.

Notwithstanding anything else herein, service dogs are permitted with government issued ID.

## **V. Hiking/Outdoor-Activity & Related Risks**

You understand that Cat Smiley Boot Camp 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. You also understand that such 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 Cat Smiley Boot Camp 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 Cat Smiley Boot Camp program, you hereby agree that Cat Smiley Boot Camp 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 Cat Smiley Boot Camp or Catherine Smiley with regard to same, and this waiver of your rights applies even in the event of negligence by any member of Cat Smiley Boot Camp.

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

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

2. 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.

3. 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.

4. 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.

5. 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.

6. There is a risk of negligence by you, or on the part of Cat Smiley Boot Camp 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.

7. 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 Cat Smiley Boot Camp 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.

8. 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.

9. 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.

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

11. Participation in any Cat Smiley Boot Camp 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.

**12. 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 Cat Smiley Boot Camp program activities.**

## **W. Cat Smiley Boot Camp' Third-Party "Partners"**

In order to provide to you the program in which you have enrolled, Cat Smiley Boot Camp partners with various third parties, including but not limited to hotels, tour operators, shuttle companies, activity providers or local operators, or sub-contractors. Hotels, shuttle services, guiding or other elements of a Cat Smiley Boot Camp program are provided by local suppliers who may themselves engage the services of local operators or sub-contractors. Cat Smiley Boot Camp 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. You understand and agree that Cat Smiley Boot Camp 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.

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 Cat Smiley Boot Camp program, and a failure or refusal to do so may result in being unable to participate in some activities.

## **X. Force Majeure**

Under no circumstances shall Cat Smiley Boot Camp 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, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services, governmental prohibitions on travel, and 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 Cat Smiley Boot Camp 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.

In the event Cat Smiley Boot Camp shall be invoking and relying upon this force majeure clause, 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 Cat Smiley Boot Camp ought reasonably have known of the Triggering event.

In the event this force majeure clause is triggered and is invoked, its invocation relieves Cat Smiley Boot Camp from performance of contractual obligations pursuant to this Agreement, without creating a duty to refund or return any monies advanced hereunder.

## **Y. COVID-19 Policy**

There will be a maximum of four (4) participants in any group. Note: This number may change at any time, based on government recommendations, regulations or directions. While all reasonable efforts will be made to inform participants of any change, in order to ensure the safety of its participants and staff, Cat Smiley Boot Camp reserves the right to change the maximum numbers without notice being delivered directly to you. In the event of any change, Cat Smiley Boot Camp will update this change on its website, and Cat Smiley Boot Camp recommends you review its website regularly in the weeks preceding your program. Cat Smiley Boot Camp will not provide any refund, credit or deferral related to any registration on the basis that a participant takes issue with the number of participants permitted to be, or actually, in attendance at any session.

Cat Smiley Boot Camp will not operate any program if it reasonably believes it is unsafe to do so, on the basis of governmental communications or recommendations with regard to same. Cat Smiley Boot Camp regularly monitors the COVID-19 situation to ensure best practices and will make all decisions with regard to any of its programs on the basis of same.

If you develop COVID-19 or become unwell for any reason prior to arrival, it is your responsibility to sell or gift your trip to another person, up until 32 days prior to your reservation, which name change/request for replacement participant will be subject to this agreement, including the right of Cat Smiley Boot Camp to refuse same, as set out above.

If you are diagnosed with COVID-19 within 30 days of arrival at your program a partial credit or extension of your stay may be offered at the sole discretion of Cat Smiley Boot Camp, based on individual circumstances and taking all prevailing circumstances into account. At the time that any participant makes any such request, the request must be supported by medical documentation, failing which the request will not be considered.

If Cat Smiley Boot Camp 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 else you will be offered credit for another Cat Smiley Boot Camp program, on a pro rated basis – rounded up to the nearest week, in order to credit you for the time that was not provided during your program.

For example, if three full days were missed during your program, and this time was not made up during your stay by extended hours on your daily schedule, adding days on weekends, or by rearranging your schedule, then a one-week credit for a Cat Smiley Boot Camp program of equal or similar value will be offered. This can be used by you or may be transferred as a gift to a friend. In some exceptional circumstance, on a case-by-case basis and solely at Cat Smiley Boot Camp's discretion, a nominal travel credit may also be offered by Cat Smiley Boot Camp to you. You also understand and agree, that if the Cat Smiley Boot Camp 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 your program will continue on the following basis:

1. You will independently continue your assigned workout programming.
2. You will keep your assigned lodging.
3. You will arrange transportation and attend third party fitness classes as arranged and paid for by Cat Smiley Boot Camp

## **Z. Law & Dispute Resolution**

This agreement 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 Cat Smiley Boot Camp, 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 signing below, the participant agrees to attorn to the jurisdiction of the British Columbia Courts for this purpose.

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 agreement which will continue in full force and effect and be construed as if this agreement had been executed without the invalid and unenforceable provision.

The parties agree that, in the event litigation relating to this agreement 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. 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 agreement to supersede all Rules of Court, and this term shall govern any such litigation.

The terms of this agreement are contractual and not mere recitals.

# Behaviour and Code of Conduct

## (I) Respectful Behaviour and Conduct

Cat Smiley Boot Camp strives to create a respectful atmosphere for everyone involved in its programs.

Thus, all participants understand and agree to our key rules::

1. All food and beverage intake must be tracked with detail and 100% honesty at all times. Weigh-in information and off-track incidents should they occur (no matter how minimal), injuries, illnesses and heart rate training zones.
2. no violence or abusive behaviour be it physically, mentally, emotionally or verbally towards any of our participants or employees.

I am aware that group programs require compromise to accommodate varying personalities, wants, abilities and objectives of group members. 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. I understand and accept that, my personal desires notwithstanding, a member of Cat Smiley Boot Camp may be required, based upon his or her experience and upon the wishes of the group members, to improvise and exercise his or her judgment and/or make good-faith decisions concerning the management of the program. I agree further to abide by any such decisions.

In the event any participant contravenes this policy, Cat Smiley Boot Camp retains sole discretion to immediately remove that participant from the program. In the event that this measure proves necessary, Cat Smiley Boot Camp 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.

## (II) Safety & Adherence to Rules

Cat Smiley Boot Camp takes your safety and well-being very seriously, which is why we partner with accredited tour operators, licensed guiding companies, fitness studios 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 Cat Smiley Boot Camp staff or local guides and instructions given by them.

Cat Smiley Boot Camp 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, with no right of refund if, in Cat Smiley Boot Camp's opinion, that participant's actions pose a threat to their own safety or that of others, or seriously jeopardizes the enjoyment of other participants. This includes the use of drugs, violence, exhibiting signs of contagious illness, and other factors. The decision of the Cat Smiley Boot Camp staff or representative will at all times be final on all matters likely to affect the safety and well-being of participants or the trip.

Cat Smiley Boot Camp also reserves the right, at its sole discretion, to remove any participant from the weight loss programming of the program who refuses or is not ready, or is triggered by following directions provided to be coached towards weight loss. This includes but is not limited to weighing her/herself, exceeding our maximum or not meeting our minimum fitness level upon arrival, adapting to and following the dietary guidelines and monitoring system without substitution (with the exception of cases of allergies or other medical reasons). Neither a refund of any kind nor a credit shall be provided to participants who are removed from the weight loss programming - instead they will continue Cat Smiley Boot Camp working towards fitness progression as their sole focus. Cat Smiley will have no further duty to provide weight loss focused coaching services of any kind once the participant is removed from the weight loss programming. This is determined by Cat Smiley in her sole discretion.

You also agree to abide by all laws, customs, foreign exchange and drug regulations of all locations visited, and Cat Smiley Boot Camp will not accept responsibility or liability for any participant who contravenes any laws or other regulations, and failure to do so is grounds for Cat Smiley Boot Camp to, at its sole discretion, remove any participant from any program or activity, without refund or credit to you of any kind.

### **(III) Food**

Cat Smiley Boot Camp pricing and fees do not include, and specifically exclude, food and beverages during your program. This expense is 100% the participant's (your) responsibility. You, the participant, are responsible for preparing and cooking your own meals, and/or all expenses if you choose meal delivery or to dine out for your meals. You are required to track everything that is consumed.

Due to choking hazard, gum is not permitted during scheduled program hours whether or not participant is exercising.

**NOTE: Cat Smiley Boot Camp is not a treatment centre for disordered eating. If you have been treated for anorexia or bulimia over the past two years, we will not accept your application and you are ineligible to participate in our programs. By signing this agreement you are representing that you have not been treated for these conditions over the past two years.**

### **(IV) Cell Phones**

Throughout the duration of all programs, all participants' cell phones must be on flight mode (except for taking photos) with the exception of lunch breaks and in cases of personal emergencies. Photo breaks are coordinated throughout your scheduled day, at which time you are of course welcome to use your phone for pictures.

### **(V) "Rules and Policies" Attached**

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 agreement.



# SCHEDULE "A"

## RULES & POLICIES

Notwithstanding and in addition to everything set out above, all participants of Cat Smiley Boot Camp group programs agree to be bound and abide by the following, failing which they may be removed from the program without refund, at the sole discretion of Cat Smiley Boot Camp:

I. No participant in a Cat Smiley Boot Camp program shall speak negatively about any staff member or participant of any Cat Smiley Boot Camp program. In order to protect the positive experience of other participants, all complaints must be directed to management.

II. Fear of heights: Participants in advanced exercises or programs should expect to hike up trails in mountainous or hilly terrain, and all participants represent they have no fear of heights that would interfere with such activity unless the participant specifically has otherwise advised. In the event a participant believes she has a fear of heights that would interfere with this, that participant must advise a staff member before Cat Smiley Boot Camp assigns that participant to a level or group.

III. Knee injuries: Participants with the physical ability to ascend hills rapidly, but an inability to descend hills other than slowly, do not qualify for alpine hikes and will be placed in groups which may be slower or below the participant's otherwise appropriate fitness level. In the event a participant believes she is physically limited in this regard, that participant must advise a staff member before Cat Smiley Boot Camp assigns that participant to a level or group.

IV. Cat Smiley Boot Camp shall offer up to three hours of activity per day which may include third party fitness classes as part of this quota, and shall not exceed five hours per day unless required due to circumstances on the trails or similar. This is at the sole discretion of Cat Smiley. In the event a participant is in a group for which she is either too advanced or not advanced enough, that participant shall participate with the group for the remainder of the day, and address the matter with Cat Smiley Boot Camp staff at the end of the day, who will make best efforts to transfer that participant to a more appropriate level or group, if and only if Cat Smiley Boot Camp believes that such a transfer is appropriate for that participant.

V. Fitness activity will not always be low-impact.

VI. All participants are required to have the physical ability to walk freely without pain for the base fitness requirement required to participate in Cat Smiley Boot Camp. It is expected that extended stay participants will progress into a more Intermediate fitness level during the course of their stay, however participants who suffer injury do not thereby qualify for beginner low-impact groups and exercises. No alternative programming will be provided in the event of an injury that prevents you from participating in the group of your ability, with the exception of assigned independent activity in the provided fitness facility, if and only if available.

VII. If a participant in any program becomes injured, no revised or personally tailored program and no rehabilitation guidance shall be provided and no refund or credit shall be provided, other than individual assignment at the provided hotel health club subject to the terms and limitations set out above.

VIII. Vehicles used by Cat Smiley Boot Camp in its programs are support vehicles only, and are not intended to be principal transportation. Cat Smiley Boot Camp strives to share its active transportation principles of biking or walking to all scheduled activities, and all participants agree to participate in same.

IX. In the event that Cat Smiley Boot Camp provides transport in a vehicle all participants must wear seatbelts at all times when driving.

X. In the event of a collision or accident of any sort while a participant is within a vehicle being driven by any member of Cat Smiley Boot Camp, Cat Smiley Boot Camp shall bear no liability for same whatsoever, and the participant agrees to indemnify and hold harmless Cat Smiley Boot Camp with regard to any losses, damages or expense whatsoever related to any such collision or accident, if any should be incurred by Cat Smiley Boot Camp as a result. This term applies even if such collision or accident is as a result of the negligence of a member of Cat Smiley Boot Camp.

**Xi.** All participants of Cat Smiley Boot Camp programs recognize that hiking guides are neither fitness trainers nor nutritionists, unless assigned to lead your exercise class. They may be first-aid qualified motivators whose role and responsibility it is to ensure participants meet target heart-rates as determined by the Fitness Director, and stay safe.

**Xii.** While participating in events on single track and busy trails it is the responsibility of the participant to remain 10 feet behind the person in front of her and communicate immediately if this is not possible.

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

**Xiv.** No participant shall be verbally, mentally, emotionally or physically abusive to any staff member of Cat Smiley Boot Camp or to any participant of any Cat Smiley Boot Camp program. There is a policy of zero tolerance for such behaviour.

**Xv.** 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.

**Xvi.** Under no circumstances will an alternative workout to that in any program be provided by Cat Smiley Boot Camp to any participant should they be unable or unwilling to participate. Modifications will be provided as necessary based on the parameters of group fitness class participation.

**Xvii.** Outside of regularly scheduled program hours support is provided to participants via the front desk of the hotel at which you are staying during the program. Hotel staff, however, are not trained in Cat Smiley Boot Camp programs, therefore, all training questions and injury updates should be communicated to the Cat Smiley Boot Camp at the meeting on the following day, or the soonest possible meeting thereafter in the event there is no meeting that morning. Note: This meeting is scheduled solely for this purpose.

**Xviii.** Injury assessments will not be conducted by any member of Cat Smiley Boot Camp staff or management, this is the sole responsibility of your chosen physician or physiotherapist.

**Xix.** Cat Smiley Boot Camp Staff is prohibited from providing personal phone numbers or other contact information of any participant or staff member to any participant, and is further prohibited from connecting participants by social media or otherwise, including texting photographs from any activity, and all participants of Cat Smiley Boot Camp Programs agree not to request this information. Please use your own phone for all personal photographs and refrain from personal photographs during scheduled hours of staff and other participants. Scenery photographs can be taken during group breaks only.

**XX.** There is no lifeguard on duty at the hotel pools. If participants are swimming with a Cat Smiley Boot Camp employee, that participant understands these staff members (and all Cat Smiley Boot Camp 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 Cat Smiley Boot Camp or any of its employees, servants, agents or assigns.

**XXi.** If a participant in any Cat Smiley Boot Camp program has any chronic medical condition that may not preclude them from participating in a 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 in advance to Cat Smiley Boot Camp in the event its staff must monitor that participant for signs or symptoms associated with that condition. All participants understand and acknowledge that Cat Smiley Boot Camp Staff have no knowledge of medical conditions and are not medically trained.



# WAIVER OF LIABILITY

By signing below, all participants in the above or any program, service or activity provided by Cat Smiley Boot Camp agree and understand that the activities offered are active and athletic in nature, and certain hazards and risks are inherent to the activities and programs and services provided by Cat Smiley Boot Camp and cannot be eliminated without destroying the unique character of the activities.

Further, Cat Smiley Boot Camp will push the limits of participants' abilities, including the 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.

In addition to the risks of the activities themselves, there are further risks and hazards including, but not limited to, acts of other participants (including the failure of other participants to follow instructions or obey rules), negligence including acts or omissions by Cat Smiley Boot Camp or its staff or assigns, manufacturers' defects or malfunctions in equipment, weather conditions, consumption of food or drink, fire, first aid, emergency treatment or other services provided. These inherent risks could result in destruction, loss or damage to equipment, clothing, or other personal property or could result in personal injury or death.

It is a condition of all participants participating in any program, activity or service provided by Cat Smiley Boot Camp that the undersigned understands and accepts that it is each participant's responsibility to (1) ensure he or she considers and understands the risks, dangers, hazards and potential harm inherent in any activity offered by Cat Smiley Boot Camp and, (2) determines on that basis whether he or she is fit (physically, emotionally, health-wise, or otherwise) to participate in any activity.

I, the undersigned, understand and accept that it is my responsibility to (1) ensure I consider and understand the risks, dangers, hazards and potential harm inherent in any activity offered by Cat Smiley Boot Camp and, (2) determine on that basis whether I am fit (physically, emotionally, health-wise, or otherwise) to participate in any activity.

I am aware of and now freely accept the risks in connection with my participation in programs or services offered by Cat Smiley Boot Camp.

I hereby consent to participate in a program or service offered by Cat Smiley Boot Camp, and do not rely upon any oral or written statements, promises or other communications made by Cat Smiley Boot Camp other than set out in this document.

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 Cat Smiley Boot Camp, 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 Cat Smiley Boot Camp.

**By signing below in order to participate in a Cat Smiley Boot Camp program, you agree to the terms and conditions, and agree to attorn to the jurisdiction of the British Columbia Courts for this purpose.**

**I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF SMILEY FITNESS RETREATS INC 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 CAT SMILEY BOOT CAMP'S PROGRAMS, ACTIVITIES OR SERVICES, INCLUDING PHYSICAL PROGRAMS AND PROVISION OF / 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 INC, CAT SMILEY BOOT CAMP, AND ANY OF HER OR ITS EMPLOYEES, AGENTS, REPRESENTATIVES, OR ASSIGNS.

I HEREBY WAIVE, RELEASE, DISCHARGE, INDEMNIFY AND HOLD HARMLESS SMILEY FITNESS RETREATS INC AND CAT SMILEY BOOT CAMP AND ANY OF HER OR ITS EMPLOYEES, AGENTS, REPRESENTATIVES, OR ASSIGNS FROM ANY AND ALL LIABILITY ARISING OUT OF OR IN CONNECTION WITH PARTICIPATION IN THE ABOVE DESCRIBED PROGRAM, SERVICE OR ACTIVITY OR ARISING OUT OF OR IN CONNECTION WITH ANY FOOD, BEVERAGE OR ACCOMMODATIONS PROVIDED.

For the purposes of this Agreement, "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 Inc or Cat Smiley Boot Camp or her 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 program, activity or service, 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 program, activity or service or provision of accommodations or food or drink.

I AGREE TO TERMS UPON SIGNUP BY PAYING DEPOSIT AND WILL ALSO SIGN A PAPER COPY OF THIS AGREEMENT UPON ARRIVAL, BELOW.

.....

(sign on line above and print name on line below)

.....

DATE:

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