

Terms & Conditions Consent and Liability Release Form

In this consent form, "I", "we", "me" and "us" refers to Eve Studio, its employees, agents and contractors, and its owner, Annabelle Carter. By agreeing to attend the retreat, you agree to be bound by the terms and conditions on this form.

Behaviour

Eve Studio will endeavour to monitor the behaviour of participants on the retreat, and to safeguard your wellbeing. However, we are not liable to you for their behaviour or any harm they may cause you, or if we fail to take any specific action against them.

Throughout the retreat, the decisions of Annabelle Carter and Eve Studio contractors will be final on all matters concerning the safety and wellbeing of participants. If you have any condition (medical or otherwise) that might affect other participants' enjoyment of the retreat, you must advise Eve Studio at the time of returning this Form. If you fail to do so we may, at any time, terminate your participation in the retreat.

You must not engage in any behaviour that we regard as bullying, harassment, discriminatory, unlawful, disrespectful, or that may threaten anyone's safety. If you commit any unlawful act when on the retreat, or fail to comply with Eve Studio's reasonable directions about any matter, or breach your responsibilities or agreements in this form, or for whatever reason we believe your behaviour is causing or likely to cause danger, disrespect to locals, or distress or annoyance to other participants, we may immediately terminate your participation in the retreat. If that happens, for whatever reason, you are not entitled to any compensation or refund.

Privacy policy

Eve Studio will respect your privacy and will treat as confidential any information (medical or otherwise) about you. We will not disclose it to any person other than Eve Studio employees and contractors without your consent unless required by law to do so, or if needed for medical treatment.

Travel insurance

Eve Studio requires that all retreat participants carry medical / travel insurance which covers the participant during their entire stay in Bali. Activities to be undertaken at the retreat may include, but are not limited to, yoga, vigorous exercise, swimming, surfing, stand-up-paddle boarding, car transport and hiking. Further risks include travelling through undeveloped areas, forces of nature, civil unrest, terrorism and accident in remote regions without means of rapid evacuation. Whilst Eve Studio requires that participants carry insurance during the retreat, we cannot advise on your insurance policy's appropriateness or adequacy. This should be discussed with your insurer.

Drugs

You must not possess or use any non-prescription or Australian or international illegal drugs on the retreat.

Alcohol

If you consume alcohol you must do so sensibly, and not become a risk to yourself or any other participant, or cause annoyance to any other participant and do so at your own risk. Alcohol is not provided in the cost of the retreat.

Smoking

You must not smoke tobacco anywhere that is prohibited by local law or custom, or in a manner that may cause annoyance to any other participant. Where possible, we recommend that you abstain from smoking throughout the duration of the retreat.

Health

You should consult your doctor for up-to date medical travel information well before departure. Eve Studio cannot give any medical advice or treatment, or administer any type of drug, including headache tablets or antibiotics. If you are injured or become ill, we may, at your cost, arrange medical treatment, evacuation or any other medical services that we believe are necessary or desirable for your safety or wellbeing. We are not responsible for the consequences, quality or appropriateness of that treatment, action or services.

If a medical or other condition prevents you from participating in any scheduled activity you must notify Eve Studio before the departure date. We may at any time exclude you from all or part of the retreat without compensation or refund if we believe you are unable to complete the itinerary without undue risk to yourself or other participants. We will rely on the accuracy and completeness of all information you provide about your medical background, and we are not required to undertake any further investigation.

If at any time during the retreat you are unwell or injured or feel undue discomfort you must notify Eve Studio immediately.

Personal Belongings

Eve Studio is not liable for the theft or loss of or damage to any of your personal belongings during the retreat. This includes any items left behind in vehicles or premises, or left to be stored by me.

Your negligence

If, because of your negligence or deliberate act or omission, any equipment, premises, car, public or private property or land is damaged, domestic or wild animal is injured or killed, flora is damaged or destroyed, or any person is injured, harmed or killed, then you are liable for any repair, replacement, medical and other associated costs, and any fine or penalty imposed by any relevant authority.

Marketing photos and videos

You permit Eve Studio to make any type of lawful recording of yourself during the retreat (whether visual, audio or both). You also permit Eve Studio to use that recording (in its original or any altered or enhanced state) for any marketing purpose (including website, social media, promotional material, press releases and other forms of public display). You are not entitled to any compensation for or notice of such use. However, your name will not be included in any recording displayed without your consent.

Limit of Liability

To the extent permitted by law, you waive and indemnify Eve Studio against any claims, demands, damages and causes of action of any nature (whether arising from negligence, breach of contract, breach of express or statutory warranty, breach of other obligation, misrepresentation, or otherwise) which you may have against Eve Studio as a consequence of participating in the retreat.

To the extent permitted by law, this Consent Form excludes all statutory warranties and liabilities in relation to our services that can be excluded. Of course, your non-excludable statutory rights are not affected. If a statutory warranty cannot be excluded, Eve Studio's liability to you for breach of the warranty is, at our choice, to resupply services (or pay for the cost of their resupply), or refund the amount you have paid to Eve Studio for those services. If we have agreed to resupply services (or pay for the cost of their resupply) and you refuse or prevent their resupply, you are taken to have unconditionally accepted the original services, and Eve Studio has no further liability to you.

Eve Studio's maximum liability for damages (whether arising from negligence, breach of contract, breach of express or statutory warranty, breach of other obligation, misrepresentation, or otherwise) is the amount you have paid to Eve Studio for the retreat or for the relevant service. Eve Studio is not liable to you for death, injury, illness, distress, loss or damage caused by an event or circumstance beyond our control, or for any act or omission of a person who provides services to Eve Studio (whether with or without your approval), or for failure or delay in providing services, or for breach of contract expenses, or any other indirect or consequential loss.

Other Legal Matters

This Form is legally binding on you and your heirs and personal legal representatives and by signing this Consent Form you are legally bound. This Form is the entire agreement between you and Eve Studio in relation to the retreat. Alleged oral representations by Eve Studio or anyone on our behalf are excluded.

Any part of this Form that is unenforceable is to be varied to the extent required to preserve the purpose and remainder of this Form or, if necessary, omitted.

Eve Studio does not waive any part of this Form.

Cancellation by Eve Studio:

Eve Studio reserves the right to cancel a trip at any time before departure, due to terrorism, natural disasters, political instability or other external events it is not viable for us to operate the planned itinerary. If we cancel a trip you may choose between us applying the amounts paid toward an alternative trip or receiving a full refund. We are not responsible for any incidental expenses that you may have incurred as a result of your booking such insurance, vaccinations or non-refundable flights.

Liability

We contract with various companies and individuals to assist in running our retreat. We are not responsible for any act or omissions by a third party. All participants must have full travel insurance including cancellation and must provide photocopy of proof prior to departure. You acknowledge that the nature of the trip is adventurous and participation involves a degree of personal risk.

Change of Itinerary

While we endeavor to operate our retreat as described we reserve the right to change the trip itinerary. Before departure: If we make a major change we will inform you as soon as reasonably possible if there is time before departure. After departure: We reserve the right to change an itinerary after departure due to any circumstances. Please note we are not responsible for any incidental expenses that may be incurred as a result of the change of itinerary such as visas, vaccinations or non refundable flights.

Flexibility

Due to the nature of this trip we ask you to consider the need for flexibility. We reserve the right to make changes to schedule, amenities and transport without prior notice.

Refunds

If you cancel for any reason, including, but not limited to, the refusal or inability to pay the full price of the retreat, after having placed a deposit and/or other payments Eve Studio, you will incur cancellation charges as follows: Cancellations made more than 30 days before the retreat will forfeit the deposit. Cancellations made less than 30 days before the retreat start forfeit full fees.