OUTSITE RETREATS AGREEMENT- TERMS AND CONDITIONS LAST UPDATED ON DECEMBER 28, 2021

IMPORTANT- IF YOU DO NOT AGREE WITH ANY OF THE TERMS OF THIS OUTSITE RETREATS AGREEMENT ("TERMS"), DO NOT ENTER YOUR INFORMATION TO AGREE TO A RESERVATION AND RENTAL AND DO NOT CLICK "BOOK RETREAT NOW", "CONFIRM BOOKING" OR/AND "BOOK NOW". YOU ACKNOWLEDGE AND AGREE THAT, BY CLICKING "BOOK RETREAT NOW", "CONFIRM BOOKING" OR/AND "BOOK NOW", AND/OR TICKING THE CHECKBOX TO AGREE TO THESE TERMS AND CONDITIONS OF OUTSITE, YOU ARE ENTERING INTO AN AGREEMENT WITH OUTSITE INC. ("OUTSITE") AND INDICATING THAT YOU HAVE READ IN FULL, AND THAT YOU UNDERSTAND AND AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS, THEN YOU HAVE NO RIGHT TO AGREE TO A RESERVATION AND/OR RENTAL AND/OR JOIN AND/OR PARTICIPATE IN ANY SERVICES PROVIDED BY OUTSITE INC. IF YOU ACCEPT AND/OR AGREE TO THESE TERMS ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO BIND THAT COMPANY OR OTHER LEGAL ENTITY TO THESE TERMS AND, IN SUCH EVENT, "YOU" AND "YOUR" WILL REFER AND APPLY TO THAT COMPANY OR OTHER LEGAL ENTITY.

These Terms incorporate by reference the Outsite website terms of use, herein the website is also referred to as "Site". If any provisions of these Terms conflict with any provisions of the Outsite website terms of use also referred to as "SITE", the conflicting provisions of these Terms apply with respect to any services provided by OUTSITE INC.

<u>Changes</u> You acknowledge and agree that Outsite reserves the right, at its sole discretion, modify these Terms. If Outsite changes these Terms Outsite will update the "Last Updated Date" at the top of these Terms. By continuing to access or use the Site you are indicating that you agree to be

bound by the modified Terms. If the modified Terms are not acceptable to you, your only recourse is to cease using the Site.

Age Restrictions You acknowledge and agree that the Site and all of Outsite's services and rentals will only be available to those who are 21 years of age or older. You represent and warrant that you are 21 years of age or older at the time of your reservation confirmation.

Accommodation and Events When you make a selection for a rental reservation at an Outsite location, Outsite will send you a confirmation of your selection if there's availability. The confirmation page will specify the location of the accommodation, the lease term, rental rules, rental rates, checkout policies and maximum occupancy. You agree not to exceed the maximum occupancy of the rental. You agree to abide by the Rental Rules at the end of these Terms at all times while at the rental and shall cause all members of the rental party and anyone else you permit at the rental (e.g. any guests of yours) to abide by the Rental Rules at all times while at the rental. You further agree that Outsite has the right to enter the rental without prior notice, purposes include but are not limited to maintenance and general property issues. Outsite also reserves the right to change the guests' reserved accommodation for a similar accommodation depending on availability. When you confirm this reservation you also acknowledge that you will be participating in an Outsite event, herein refer to as "Outsite Retreats" which will involve activities located inside and outside the Outsite location.

<u>Payment</u> You agree to pay full payment as specified in the confirmation page. Please know we require full payment in order to confirm this reservation. Only credit card transactions are accepted. In connection with your requested reservation, you will be asked to provide customary billing information such as name, billing address and credit card information either to Outsite or its third-party payment processor(s). You agree to pay Outsite for any confirmed bookings made in connection with your Outsite

account in accordance with these Terms. You hereby authorize the collection of such amounts by charging the payment method provided as part of requesting the reservation. Payment will be processed either directly by Outsite or indirectly, via a third-party payment processor. Please review such terms and conditions and privacy policy before using such third-party services. By making payment via credit card you will be required to accept the terms and conditions of the applicable third-party payment processor. You also understand and agree that if your reservation is in a European location your payment might be processed in EUROS.

<u>Discounts and offers</u> You acknowledge and agree that there are currently no valid discounts or promotions for the Outsite Retreats and that Outsite Retreats are exclusive and made available only to Outsite Members.

<u>Termination, Changes and Cancellations Policy</u> You acknowledge and agree that we offer a 24-hour free cancellation period from the time the payment is submitted. And that if you cancel more than 45 days in advance of the Retreat start date, 50% of your payment will be refunded; the other 50% will be forfeited. After that, all payments are non-refundable. Please note, European location refunds may incur a 3% processing fee.

There will be no refunds or discounts for arriving late, leaving early, flight cancellations, or travel delays. You also understand and agree that if your reservation is in a European location a 3% cancellation fee may be charged regardless of the cancellation date.

If you test positive for Covid-19 in the days leading up to the Retreat, or if new Covid-19 travel restrictions are introduced in France or Nicaragua, you may submit documentation to receive a full refund in Outsite Credit. In the very unlikely case that Outsite cancels any Retreat due to too few participants, Outsite will notify participants 30 days in advance of the Retreat start date and issue a full payment refund.

<u>Insurance</u> You acknowledge and agree that OUTSITE encourages you and all members and guests to have medical insurance and traveler's

insurance. Outsite is not responsible for any material or human loss. You acknowledged that Outsite does not maintain insurance to cover travel expenses, travel accidents, personal property damage or loss caused by fire, theft, rain, water overflow/leakage, acts of GOD, and/or any other causes. You acknowledge and agree that Outsite is not liable for these occurrences. You acknowledge and agree that your own insurance policy shall solely indemnify you for any losses sustained. Your failure to maintain your own policy shall be a complete waiver of your right to seek damages against Outsite for the above stated losses. You acknowledge and agree that the premises are not to be considered a security building which would hold Outsite to a higher degree of care.

No Drugs or Weapons You acknowledge and agree that you and your guests are prohibited from ever bringing any weapons or ilegall drugs into an Outsite location and/or Outsite Retreat. Outsite will terminate your participation in all services immediately including the use of the Site.

Illegal Practices and Unethical Behavior If you and/or your guests are found to be partaking in illegal practices and/or unethical behavior, Outsite will terminate your participation in and use of the Site and any services immediately. By agreeing to these Terms You hereby represent and warrant that You and your guests are in good standing with the law.

No Subletting or Assigning You agree not to assign or sublet any Outsite location and/or any part thereof.

<u>Transferability</u> You acknowledge and agree that this reservation and your participation in this event herein refer to as an "Outsite Retreat" is not transferable. If you are unable to attend this event the cancellation terms stated in this agreement will be applied.

<u>Possession</u> You acknowledge and agree that if the rental accomodation cannot be delivered to you on the agreed date due to loss, total or partial

destruction of the property, or failure of previous guests to vacate, either party may terminate this agreement upon written notice to the other party. It is acknowledged and agreed that either party in such an event shall have no liability to each other except that all sums paid to Outsite will be immediately refunded to you.

<u>No Fires</u> You acknowledge and agree that fires or the use of any flammable objects are NOT allowed at any Outsite Location and/or Outsite Retreat.

<u>No Pets</u> You acknowledge and agree that No pets, including dogs, cats, birds, fish or other domestic pet or animal of any kind are allowed to join the Outsite Retreat.

No Noise and Disrupting Activities You and/or your guest shall not disturb, annoy, endanger or inconvenience other guests of the building, neighbors, Outsite employees or its agents or workmen nor violate any law, nor commit or permit waste or nuisance in or about the premises. Further, You and/or your guest shall not do or keep anything in or about the premises that will obstruct the public spaces available to other guests. Violating Outsite's rules or policies, or any activity that interferes with the convenience of other guests, is prohibited.

Weapons You

<u>Waiver</u> Outsite's failure to require compliance with the conditions of this agreement, or to exercise any right provided herein, shall not be deemed a waiver by Outsite of such condition or right. Outsite's acceptance of rent with knowledge of any default under this or any agreement by you shall not be deemed a waiver of such default, nor shall it limit Outsite's rights with respect to that or any subsequent right. It is further agreed between the parties that the payment of rent at any time shall not be a waiver to any UNLAWFUL DETAINER action unless Outsite in writing specifically

acknowledges that this constitutes a waiver to the UNLAWFUL DETAINER action.

<u>Validity/Severability</u> If any provision of this agreement is held to be invalid, such invalidity shall not affect the validity or enforceability of any other provision of this agreement.

Disclaimers YOU AGREE THAT, IF YOU USE THE SITE OR RENT ANY RENTAL, YOU DO SO AT YOUR SOLE RISK. THE SITE, SERVICES, AND RENTALS ARE PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. WITHOUT LIMITING THE FOREGOING, **OUTSITE EXPLICITLY DISCLAIMS ANY WARRANTIES OF** MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT OR NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. OUTSITE MAKES NO WARRANTY THAT THE SITE, SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY RENTAL EQUIPMENT OR PROPERTY, WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS. OUTSITE MAKES NO WARRANTY REGARDING THE QUALITY OF RENTAL PROPERTIES, THE SERVICES OR MATERIALS ON THE SITE OR THE ACCURACY, TIMELINESS, TRUTHFULNESS, COMPLETENESS OR RELIABILITY OF ANY MATERIALS OBTAINED THROUGH THE SITE OR SERVICES.

Body of Water Waiver: BY ACCEPTING THIS RESERVATION YOU UNDERSTAND THAT THE RIVERS AND BEACHES NEXT TO OUTSITE LOCATIONS AND ACTIVITIES IN BODIES OF WATER INVOLVE CERTAIN RISKS. THESE RISKS INCLUDE, BUT ARE NOT LIMITED TO, THE RISK OF INJURY RESULTING FROM POSSIBLE ILLNESS AND INFECTION AND INJURIES RESULTING FROM SWIMMING, TRIPPING OR FALLING IN THE WATER INCLUDING DROWNING AND DEATH. BY ACCEPTING THIS RESERVATION YOU AGREE, UNDERSTAND AND ASSUME ALL RISKS.

Bikes, Surfboards and Sports Gear Waiver: BY ACCEPTING THIS RESERVATION YOU ARE AWARE OF ALL THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH THE USE OF SPORTS GEAR, INCLUDING, BUT NOT LIMITED TO THE USE OF SURFBOARDS AND BICYCLES AND YOU FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE AND LOSS RESULTING THEREFROM. YOU ALSO UNDERSTAND THAT YOU WILL BE RESPONSIBLE FOR ANY DAMAGE TO THE RENTAL BICYCLE, SURFBOARD OR ANY OTHER SPORTS GEAR OR EQUIPMENT BORROWED.

Limitation of Liability YOU ACKNOWLEDGE AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE ENTIRE RISK ARISING OUT OF YOUR ACCESS TO AND USE OF THE SITE, SERVICES AND MATERIALS, LISTINGS OR BOOKING OF ANY RENTAL PROPERTIES REMAINS WITH YOU. YOU AGREE THAT OUTSITE WILL NOT BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR LOSS OF GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES, OR FOR ANY DAMAGES FOR PERSONAL OR BODILY INJURY OR EMOTIONAL DISTRESS ARISING OUT OF OR IN CONNECTION WITH THESE TERMS, FROM THE USE OF OR INABILITY TO USE THE SITE, SERVICES OR MATERIALS, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT OUTSITE HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. IN NO EVENT WILL OUTSITE'S AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS AND YOUR USE OF THE SITE, AND SERVICES INCLUDING, BUT NOT LIMITED TO, FROM ANY BOOKING OF ANY RENTAL EXCEED THE AMOUNTS YOU HAVE PAID OR OWE FOR

RENTALS IN THE TWELVE (12) MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY OR ONE HUNDRED U.S. DOLLARS (US\$100), IF NO SUCH PAYMENTS HAVE BEEN MADE, AS APPLICABLE. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN OUTSITE AND YOU. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

Indemnification You agree to indemnify, defend and hold Outsite and its affiliates and subsidiaries, and their officers, directors, employees and agents, harmless from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with (a) your access to or use of the Site, Services, or materials or your violation of these Terms; (b) booking of a rental, or (c) the use, condition or rental of a rental by you, including but not limited to any injuries, losses, or damages (compensatory, direct, incidental, consequential or otherwise) of any kind arising in connection with or as a result of a rental, booking or use of a rental, including any injuries to any third parties as a result of your use (or the use by any of your guests or invitees) of any Outsite property, activity, and/or rental equipment. We encourage all renters to purchase traveler insurance or renter's insurance.

Dispute, Resolution and Binding Arbitration Provision Definitions. As used in this Arbitration Provision, the terms "Outsite," "we," "us," and "our" refer to Outsite; the terms "you" and "your" refer to you as an individual and any legal entity you control, work for, or represent when you access or use the Products. The word "Claims" means all claims, disputes, or controversies between you and us of any nature or kind, whether pre-existing, present, or future, that arise from or relate to the Site, services and/or rentals. This includes but is not limited to disagreements about the validity, enforceability, or scope of this Arbitration Provision. Governing Law. These

Terms are governed by United States federal law and the substantive and procedural laws of the State of California, without regard to its conflicts of law provisions, as though entered into between two residents.

Informal Efforts to Resolve Dispute. If a dispute arises between you and Outsite, you shall first attempt to resolve it by contacting our Customer Service Center at (208) 305-1199. Outsite will attempt in good faith to resolve all Claims submitted this way within fifteen (15) days of receipt. Agreement to Arbitrate; Right to Opt Out. If informal efforts to resolve Claims fail, you agree that any and all Claims will be resolved exclusively by binding arbitration as described herein, except that: (i) you may assert Claims in a small claims court in the United States if your Claims meet the court's jurisdictional requirements; and (ii) either party may pursue Claims and relief in a court of competent jurisdiction regarding the validity and/or infringement of a party's intellectual property rights. There is no judge or jury in arbitration, and court review of an arbitration award is very limited. However, an arbitrator can award to you on an individual basis the same damages and forms of relief as a court could (including injunctive and declaratory relief as well as statutory damages). ANY ARBITRATION UNDER THESE TERMS WILL TAKE PLACE ON AN INDIVIDUAL BASIS: CLASS ARBITRATIONS AND CLASS ACTIONS AND PRIVATE ATTORNEY GENERAL ACTIONS ARE NOT PERMITTED. IF YOU DO NOT WISH TO BE BOUND BY THIS ARBITRATION PROVISION, YOU MUST NOTIFY OUTSITE IN WRITING WITHIN 30 DAYS FROM THE DATE THAT YOU FIRST ACCEPT OR HAVE ACCESS TO THESE TERMS BY MAILING AN OPT-OUT REQUEST TO OUR CUSTOMER SERVICE CENTER. YOUR WRITTEN NOTIFICATION MUST INCLUDE YOUR NAME, ADDRESS, THE EMAIL ADDRESS YOU USED TO REGISTER WITH OUTSITE, AND A CLEAR STATEMENT THAT YOU DO NOT WISH TO RESOLVE DISPUTES WITH US THROUGH ARBITRATION. YOUR DECISION TO OPT OUT OF THIS ARBITRATION PROVISION WILL HAVE NO ADVERSE EFFECT ON YOUR RELATIONSHIP WITH US OR THE DELIVERY OF SITE, APP AND/OR SERVICES TO YOU BY US. IF YOU HAVE PREVIOUSLY NOTIFIED US OF YOUR DECISION TO OPT OUT OF ARBITRATION, YOU DO NOT NEED TO DO SO AGAIN.

Arbitration Fees. The allocation and payment of all filing, administration and arbitrator fees will be governed by the rules of the JAMS ("JAMS") commercial arbitration rules. The arbitration will be conducted by the JAMS under its commercial arbitration rules if you are a resident of the United States; if your use of the Site, services and/or rentals has been principally for personal or household use, the JAMS' procedures for consumer-related disputes including the minimum fairness standards will also apply. If you are a resident of a country other than the United States or the European Union, the arbitration will be conducted by the JAMS in San Diego, California, under its rules for international arbitration, and you and we agree to submit to the personal jurisdiction of the U.S. federal court in San Diego, California in order to compel arbitration, to stay proceedings pending arbitration, or to confirm, modify, vacate or enter judgment on the award entered by the arbitrator. If you are a resident of a country within the European Union, the arbitration will be conducted by the JAMS in Paris, France, under its rules for international arbitration, and you and we agree to submit to the personal jurisdiction of the courts in Paris, France in order to compel arbitration, to stay proceedings pending arbitration, or to confirm, modify, vacate or enter judgment on the award entered by the arbitrator. In the event of a conflict or inconsistency between the applicable arbitration rules and this Arbitration Provision, this Arbitration Provision shall govern and control. The arbitration will be conducted in the English language by a single arbitrator who is a licensed trial attorney or licensed trial advocate with at least fifteen years' experience in consumer and technology transactions and who is also a member of the JAMS roster of arbitrators. If you and Outsite cannot agree on a mutually acceptable arbitrator within fifteen (15) days after the arbitration is initiated, then JAMS will pick a neutral arbitrator who meets the qualifications. The JAMS rules are available at http://www.jamsadr.com, or by calling the toll free number:

1-800-352-5267 from inside the United States or +44 207 583 9808 from outside the United States.

<u>Initiating Arbitration</u>. To begin an arbitration proceeding, you must follow the procedures specified by the applicable JAMS rules as described on their website at http://www.jamsadr.com.

<u>Time Restriction</u>. YOU MUST FILE A COMPLAINT WITH JAMS OR A PERMITTED COURT WITHIN ONE (1) YEAR OF THE DATE OF THE OCCURRENCE OF THE EVENT OR FACTS GIVING RISE TO A CLAIM, OR YOU WAIVE THE RIGHT TO PURSUE ANY CLAIM BASED UPON SUCH EVENT, FACTS OR DISPUTE.

Arbitration Process. Because appearing in person for arbitration can be unduly burdensome in the circumstances, arbitration under this Arbitration Provision shall not require any personal appearance by the parties or witnesses unless mutually agreed. Either or both parties may participate by written submissions, telephone calls, or other means of remote communication as allowed by the arbitrator. The arbitration proceedings will be conducted in the English language at a location designated by the JAMS that is the most convenient for you. The arbitration can only decide Claim(s) between you and us, and may not consolidate or join the claims of other persons that may have similar claims. There shall be no pre-arbitration discovery except as provided for in the applicable JAMS rules. The arbitrator will honor claims of privilege recognized by law and will take reasonable steps to protect customer account information and other confidential or proprietary information. In conducting the arbitration proceeding, the arbitrator will apply the law of the State of California (without regard to its conflicts of law provisions) including U.S. federal law for matters covered by federal law (e.g. the Federal Arbitration Act). The confidentiality provisions of these Terms will be enforceable under the provisions of the California Uniform Trade Secrets Act, California Civil Code Section 3426, as amended. At the request of any party, the arbitrator shall

provide a brief written explanation of the basis for the decision and award. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The arbitrator's decision will be final and binding on the parties except for any right to appeal under the JAMS rules or the Federal Arbitration Act.

Recovery and Attorneys' Fees. The prevailing party in any arbitration shall be entitled to an award of reasonable attorney's fees, but in no event shall such award exceed five thousand U.S. dollars (\$5,000).

Confidentiality. You and Outsite shall keep confidential any information exchanged during the arbitration as well as the decision of the arbitrator made with respect to any Claim(s) arbitrated under this Arbitration Provision and, with the exception of disclosure to your or our attorneys, accountants, auditors, and other legal or financial advisors, neither party shall disclose such information or decision to any other person unless required to do so by law.

Continuing Obligation to Arbitrate; Severability. This Arbitration Provision shall survive termination of your access to or use of any Site, services, rentals and related agreements. If any portion of this Arbitration Provision is deemed invalid or unenforceable at law, such invalid or unenforceable provision will be interpreted, construed or reformed to the extent required to make it valid and enforceable, and this shall not invalidate the remaining portions of this Arbitration Provision.

TRAVEL AND TRIP TRANSPORTATION RISK ACKNOWLEDGEMENT AND LIABILITY WAIVER FORM

BY TICKING THE CHECKBOX TO ACCEPT AND/OR AGREE TO THESE TERMS AND CONDITIONS OF OUTSITE YOU HEREBY ALSO AGREE THAT YOU HAVE READ THIS LIABILITY WAIVER FORM IN FULL AND THAT YOU UNDERSTAND AND ASSUME ALL OF THE RISKS INVOLVED IN

PARTICIPATING IN ANY/ALL ACTIVITIES ASSOCIATED WITH THIS EVENT, HEREIN ALSO REFERRED TO AS OUTSITE RETREATS.

You understand that the transportation provided by Outsite and/or a third party vendor during this event could involve risk of physical injury, illness, death or property loss, and despite safety precautions Outsite cannot guarantee safety thereof, as all risks cannot be prevented. Outsite does not provide health, auto and/or accident insurance for you and/or your guests associated with this reservation, and you understand that any medical expenses, property loss, or other personal expenditures that result during or from the transportation to/from any activities, airport, Outsite location and/or any other transportation/trip during this event, are to be borne by the you and your guests. You also hereby consent and give authorization to release Outsite from any and all liability including any liability associated with Outsite securing any emergency medical treatment needed in event you are unable to, and that you agree to be responsible for the costs thereof.

You further acknowledge that if you drive a vehicle, or are a passenger in another's private vehicle in connection with this event, Outsite is not responsible for any damages. You also understand that Outsite cannot be responsible for assuring the safety and reliability of such private transportation or driver, nor for any activities and travel you might choose to participate in before, during or after, the event and you therefore accept the risks and responsibilities associated with such private vehicle travel and activities.

In consideration with the opportunity afforded, with full knowledge and acceptance of the risks associated with this event, retreat, travel and/or trip and any recreational activities; and with full understanding of the above issues/conditions and risks, you hereby release, indemnify and hold harmless Outsite, Inc, its employees, representatives, trustees, officers, volunteers, and agents from all form and manner of risks inherent in, and

from all claims, suits and demands of any nature arising from participation in said event, retreat, trip, travel and/or activities.

EVENT ACCIDENT WAIVER AND RELEASE OF LIABILITY FORM

BY TICKING THE CHECKBOX TO AGREE TO THE TERMS AND CONDITIONS OF OUTSITE YOU HEREBY ASSUME ALL OF THE RISKS OF PARTICIPATING IN ANY/ALL ACTIVITIES ASSOCIATED WITH THIS EVENT, including by way of example and no limitation, any risks that may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective equipment or property owned, maintained, or controlled by them, or because of their possible liability without fault. You certify that you are physically fit, have sufficiently prepared or trained for participation in these activities, and have not been advised to not participate by a qualified medical professional. You certify that there are no health-related reasons or problems which preclude my participation in this activity.

You acknowledge that this Accident Waiver and Release of Liability Form will be used by the event holders, sponsors, and organizers of the activity in which we may participate, and that it will govern my actions and responsibilities at said activity.

In consideration of our application and permitting us to participate in this activity and retreat.

You hereby take action for yourself and all guests, executors, administrators, heirs, next of kin, successors, and assigns as follows:

(A) YOU WAIVE, RELEASE, AND DISCHARGE from any and all liability, including but not limited to, liability arising from the negligence or fault of the entities or persons released, for my death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter occur to me including my traveling to and from this activity, THE

FOLLOWING ENTITIES OR PERSONS: Outsite, Inc and/or their directors, officers, employees, volunteers, representatives, and agents, and the activity holders, sponsors, and volunteers;

(B) INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE the entities or persons mentioned in this paragraph from any and all liabilities or claims made as a result of participation in this activity, whether caused by the negligence of release or otherwise.

You acknowledge that Outsite, Inc and their directors, officers, volunteers, representatives, and agents are NOT responsible for the errors, omissions, acts, or failures to act of any party or entity conducting a specific activity on their behalf. Furthermore, Outsite, Inc is hold harmless from any and all legal action, liabilities, or claims by myself, or any representatives, third parties or heirs, for any injury, death, or loss occurring to yourself, your minor, or your property while participating in, or traveling to or from any activity, retreat, or event offered by the "released parties", including any loss of life, personal injury, or damages which may occur as a result of the released parties negligence, any third party, any animal or wildlife, nature, or the conditions of the beach, parking lot, and premises. You hereby consent to receive medical treatment which may be deemed advisable in the event of injury, accident, and/or illness during this activity and retreat.

The Accident Waiver and Release of Liability Form shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

YOU CERTIFY THAT YOU HAVE READ THIS DOCUMENT AND YOU FULLY UNDERSTAND ITS CONTENT. YOU ARE AWARE THAT THIS IS A RELEASE OF LIABILITY AND YOU SIGN IT ON YOUR OWN FREE WILL.

RENTAL AND EVENT RULES- Please review the following rules, you must abide by the following rules at all times.

1. No Smoking.

Smoking/vaping is not allowed anywhere within or near the Outsite Location and/or the Outsite Retreat.

2. No Pets.

Pets of any kind are not allowed.

3. Respect the Space.

Respect other guests' privacy and personal space. Take your shoes off as you enter the Space, and do not use shoes in carpeted areas. Do not hang any items from walls/ceiling and do not move any furniture.

4. Be Mindful.

You're staying in a space with shared common areas, and there is no daily housekeeping. Keep shared areas clean and tidy, ready for the next person.

5. No Unconfirmed Guests or Visitors.

All Guests need to be registered before arriving.

6. Up after 10 PM? Keep it Quiet.

No noise after 10:00 PM, including collateral noise from the kitchen, laundry, or bathroom. Please use earphones if you're up late. Violation of this rule may result in immediate eviction.

7. Stay Safe.

Please notify Outsite of any medications, allergies, or medical issues. During activities, please stay with the group. Please close and lock all doors and windows on your way out and at night. If you have any questions or concerns, please contact the Retreat Leader or Community Manager. For real emergencies, call the local emergency services.

8. Keep Our Planet Clean.

Turn off lights, heating, and appliances when not in use, and make sure to use the recycling bins provided.

9. Parking.

Any illegally parked cars are subject to towing; applicable fines and towing fees are the sole responsibility of the vehicle owner.

10. Waste and Recycling.

All full garbage bags must be placed in the corresponding garbage and/or recycling bins provided.

11. No Fires on the Property.

The burning of candles, incense, sage, or palo santo is not permitted on the property. Burning or setting material alight on the property is prohibited.

12. Accidents and Injuries.

Our locations are close to cliffs, surf beaches, and diverse wildlife - occasionally, these places can present hazards. Cliff faces can be unstable, please beware of falling rocks or debris when in the vicinity. If you're choosing to swim at surf beaches, beware of rip tides, and only enter the water if a lifeguard is present. When walking in shallow water, you might find yourself in the company of a crab, sea urchin, or else, so please be careful.

13. Room Key.

Upon check-out please leave your room key inside your room. A fee will be charged if the key is lost or misplaced.

14. BBQ (If applicable).

Please use the BBQ safely, never leave it unattended and make sure it is cleaned and turned off after use. Please also know that you use it at your own risk and that you will be responsible for any damages. Please contact the Retreat Leader or Community Manager if you have any questions.

POOL RULES-(If applicable) This location has a pool. Please review the following rules before use.

1. Hours.

8:00 AM to 10:00 PM.

2. Please Rinse.

Always rinse before entering the pool.

3. No Food or Drinks.

Food, drinks, and glass bottles are not allowed inside the pool or around the pool area.

4. No Diving.

No diving, jumping, or running is allowed in the pool area.

5. Be Safe.

There is no lifeguard on the property, when using this facility please know that you use it at your own risk. No one under the age of 21 is allowed in the pool or pool area without adult supervision.