



# O'ahu Retreats, LLC

## Waiver of Liability & Assumption of Risk Agreement

### 1. Booking & Payments

- A non-refundable deposit is required to secure your spot.
  - Remaining balance must be paid in full **60 days prior to arrival**.
  - Payments can be made via approved methods (Venmo, Paypal or Check.).
  - Room selection is confirmed upon full deposit/payment and cannot be held without payment.
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### 2. Cancellation & Refund Policy

- All deposits are **non-refundable**.
  - Cancellations made:
    - **60+ days prior**: Full refund (minus deposit).
    - **1-59 days prior**: No refunds or transfers
  - No refunds for:
    - Missed activities
    - Late arrivals or early departures
  - We strongly recommend purchasing **travel insurance**.
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### 3. Travel Requirements

- Guests are responsible for booking their own flights to Daniel K. Inouye International Airport.
  - Arrival and departure times must be submitted prior to the retreat.
  - Transportation details will be provided before arrival.
  - Check-in is 3PM
  - Check-out is 11AM
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### 4. Health & Safety

- Guests must be in good physical and mental health to participate.
- Any medical conditions must be disclosed prior to arrival.
- You are responsible for your own medications and personal health needs.

- We are not liable for injuries, illness, or accidents during the retreat.
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## 5. Liability Waiver

- Participation in activities (hiking, ocean activities, excursions, etc.) is at your own risk.
  - By booking, guests agree to release O‘ahu Retreats, LLC from any liability related to:
    - Injuries
    - Loss or theft of personal belongings
    - Sickness
    - Travel disruptions
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## 6. Code of Conduct

To maintain a safe and supportive environment:

- Respect all guests, staff, and local culture.
  - No illegal substances or excessive alcohol use.
  - Quiet hours from 9PM to 6AM
  - Disruptive or inappropriate behavior may result in removal from the retreat **with no refund**. We do not tolerate inappropriate behavior.
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## 7. Accommodations

- Shared and solo room options are available.
  - Rooms are assigned based on booking order and availability.
  - Guests are expected to:
    - Keep shared spaces clean
    - Respect others' privacy
  - Any damages to property will be the responsibility of the guest.
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## 8. Itinerary Changes

- Activities and schedules may change due to:
  - Weather
  - Safety concerns
  - Local conditions

- We reserve the right to substitute activities of equal value.
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## **9. Photography & Media**

- Photos/videos may be taken during the retreat for promotional use.
  - By attending, you agree to be included unless you notify us in writing prior to the retreat.
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## **10. What's Included / Not Included**

### **Included:**

- Accommodation
- Scheduled activities & excursions
- 3 Meals per day

### **Not Included:**

- Airfare
  - Travel insurance
  - Transportation to and from airport
  - Personal expenses
  - Optional activities
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## **11. Emergency Procedures**

- In case of emergency, guests should notify the host immediately.
  - Emergency contacts must be provided before arrival.
  - Local emergency services (911 in the United States) will be contacted if needed.
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## **12. Agreement**

By booking and attending, guests acknowledge that they have read, understood, and agreed to all policies and procedures outlined above.

## 13. Assumption of Risk (Expanded Liability)

By attending this retreat, guests acknowledge and accept that participation includes inherent risks, including but not limited to:

- Hiking on uneven or slippery terrain
- Ocean activities (swimming, snorkeling, strong currents, marine life)
- Transportation in group or private vehicles
- Exposure to weather conditions (heat, rain, sun, etc.)

Guests voluntarily assume **all risks**, whether known or unknown, and accept full responsibility for their participation.

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## 14. Release of Liability

By booking this retreat, guests agree to:

- Release and hold harmless O‘ahu Retreats, its owner, staff, contractors, and affiliates from any and all claims, damages, or liabilities.
- This includes, but is not limited to:
  - Personal injury or illness
  - Emotional distress
  - Loss, theft, or damage to personal property
  - Travel delays, cancellations, or disruptions

This waiver applies **before, during, and after** the retreat.

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## 15. Third-Party Activity Disclaimer

Some excursions or activities may be operated by third-party providers.

- O‘ahu Retreats is not responsible for:
    - Acts, errors, or omissions of third-party vendors
    - Injuries or incidents that occur during these activities
  - Guests may be required to sign additional waivers with those providers.
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## 16. Illness & Sickness Policy

The health and safety of all guests is a top priority.

- Guests must **not attend** if they are experiencing:
  - Fever
  - Contagious illness
  - Flu-like symptoms
- If a guest becomes ill during the retreat:
  - They may be asked to **rest, isolate, or seek medical care**
  - Participation in group activities may be restricted

**No refunds or credits** will be issued for missed days due to illness.

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## 17. Medical Responsibility

- O‘ahu Retreats, LLC does not provide medical services.
- Guests are fully responsible for:
  - Their own health care needs
  - Carrying necessary medications
  - Seeking medical attention if needed

We recommend guests bring:

- Basic first aid items
  - Any personal prescriptions
  - Copies of important medical information
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## 18. Emergency Medical Situations

- In the event of a medical emergency:
    - Emergency services (911 in the United States) will be contacted
    - The host may assist in coordinating care, but is not responsible for outcomes
  - Any medical expenses incurred are the **sole responsibility of the guest**
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## **19. Travel Insurance Requirement (Strongly Recommended)**

We highly recommend:

- Comprehensive travel insurance that covers:
    - Trip cancellations
    - Medical emergencies
    - Evacuation
    - Illness-related interruptions
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## **20. Force Majeure (Important Legal Protection)**

O‘ahu Retreats, LLC is not liable for cancellations, delays, or changes caused by events beyond our control, including but not limited to:

- Natural disasters
- Weather conditions
- Government restrictions
- Pandemics
- Airline disruptions