

## TERMS and CONDITIONS

For Shaped by the Flow retreat event created by Michael O'Connor

### **CODE OF CONDUCT**

You agree to the following:

- Will conduct yourself in a reasonable manner during all workshops, group activities and while traveling together.
- Will not possess, use, sell, barter, gift or bring any controlled/illegal/illicit drugs or drug paraphernalia to the activities.
- No unwelcome sexual advances to other participants or staff.
- Be responsible. Control your drinking of alcoholic beverages.
- Will not indulge in actions that could be considered discriminatory or racist.

### **LIMITATION OF LIABILITY**

Michael O'Connor and Shaped by the Flow workshops gives notice that services provided in connection with these itineraries are rendered by suppliers who are not agents or employees of Michael O'Connor. All the accommodations, meals, tours, or related travel services have been made by Michael O'Connor only as an agent for the individual tour member.

While every effort is made to make travel arrangements with dependable suppliers, a tour member expressly agrees that Michael O'Connor shall not be liable for any delay, mishap, inconvenience, expense, irregularity, bodily injury or death to person, or damage to property occasioned through the negligence, wrongful or intentional acts, or default of any company or individual engaged in providing these arranged services. Each passenger conveyance, tour company, hotel accommodation, restaurant, etc. is subject to the laws of the state or country where the service is provided.

Michael O'Connor shall not be liable, directly or indirectly, for bodily injury or property damage for any reason whatsoever, including, but not limited to the following causes: acts of God, pandemics, epidemics, detention, annoyance, weather, quarantines, strikes, civil disturbance, theft, negligence including negligence of Michael O'Connor, default, changes in government regulations, terrorism, war or failure of conveyance to arrive or depart as scheduled.

Michael O'Connor reserves the right to substitute hotels and group leaders and to alter the itinerary when deemed necessary or advisable. The right is also reserved to cancel any trip prior to departure. Michael O'Connor is released from any and all liability for cancellation of any trip, or portion thereof. except for payment of a land cost as set forth in the section on "Cancellation and Refunds."

Michael O'Connor reserves the right to decline to accept or retain any person whose actions, physical health, mental condition or general deportment impede trip operation or rights, welfare or enjoyment of other trip members.

Michael O'Connor is not responsible for any physical, mental, emotional, or any other reaction, trauma, or ailment during the trip or occurring afterwards, that participants may experience at the sites or from any leaders, workshops, or sessions of any kind, including private sessions with facilitators. Attendance on the trip indicates acceptance of this and all other provisions of this responsibility clause.

Michael O'Connor has recommended the purchase of appropriate travel accident insurance, baggage insurance, and trip cancellation insurance. Trip members agree not to hold Michael O'Connor or other team members of this event responsible for any loss or injury either to their property or their person while participating in this event. Trip members are fully responsible for any damages they may cause to the hotel property or commercial establishments used during this event.

### **TRIP MEMBER RESPONSIBILITY**

Trip members have the responsibility to attend based on their abilities and interests. Trip members are held responsible for being in sufficient good health to undertake the trip. Trip members are responsible for preparing for this trip by studying the itinerary and pre-departure information sent by Michael O'Connor and for discussing this itinerary with their personal physician. Trip members agree to accept and abide by all the terms and conditions outlined in the "Terms and Conditions" document for this journey.

Trip members are responsible to obtain any required travel documents and visas if necessary and to make sure all documents are current and up to date. Trip members are responsible for complying with any health requirements and vaccinations of any countries visited on this journey. Trip members are also responsible for bringing the appropriate clothing, medicines, supplies and equipment as advised in the pre-departure information. Trip members are participants in group travel and are expected to hold each other in compassionate regard, and to interact with each other with respect.

### **CANCELLATIONS**

- If cancellation occurs before August 15, 2026, full refund will be given, except 350euro deposit. Cancellation must be received in writing by August 15, 2026.
- Any cancellation between August 15 and the retreat departure will result in a total loss of funds.
- Cancellation by Michael O'Connor due to lack of minimum number of participants will be determined by August 17. Full amounts of payment will be refunded in this case, excluding personal travel that was purchased by participant.
- Participants are encouraged to have cancellation insurance, that includes plane ticket.

cancellation, or purchase tickets that are refundable, transferable or chose to wait to purchase travel until the trip has been confirmed to have reached the minimum number of participants. I reserve the right to cancel the retreat if it is not meeting the retreat minimum (if we do so your deposit is refunded). Trip cancellation insurance is strongly recommended if there is a possibility that you might have to cancel your participation in the retreat. All cancellations must be made to Michael O'Connor in writing and any refund requests must be made in writing to Michael O'Connor: [shapedbytheflow@gmail.com](mailto:shapedbytheflow@gmail.com)

Michael O'Connor reserves the right to cancel any retreat prior to departure for any reason whatsoever, including an insufficient number of participants or logistical problems (e.g. acts of God, war, strikes, etc.) which may impede retreat operations. The refund of all payments as described in the paragraph below shall release Michael O'Connor from any further liability. A retreat trip cancellation due to insufficient numbers would normally occur at least a month prior to departure, unless acts of God, war, strikes or other events impede our departure causing large numbers of participants opt to cancel participation on the journey in the last days before departure.

Michael O'Connor must make substantial payments to suppliers (including providers of land travel) far in advance of the scheduled date on the retreat. If the retreat is cancelled due to forces beyond our control (acts of God, war, labor strikes, earthquake, flooding, etc.), Michael O'Connor will promptly refund the portion of the retreat cost not advanced to suppliers. Michael O'Connor will use its best efforts to recover advance payments as promptly as possible, and will refund to you the amount recovered, if any. However, Michael O'Connor does not guarantee recovery of any or all of the advance payments made. This policy applies to retreat cancellation by client choice following any necessary increase in retreat costs.

#### **Release of Liability**

PLEASE READ CAREFULLY: THIS IS A LEGALLY ENFORCEABLE WAIVER OF RIGHTS ASSUMPTION OF RISKS

I acknowledge that I have voluntarily applied to participate on the Shaped by the Flow event. I am voluntarily participating on the expedition with knowledge that travel to foreign countries and/or the remote areas visited by this trip involves numerous risks and dangers including, but not limited to, a risk of illness, injury or death, which may be caused by: forces of nature, civil unrest, terrorism, road conditions, injuries inflicted by animals, insects, reptiles or plants, trails, hotels, vehicles, boats, high altitude accident, accident or illness without access to means of rapid evacuation or the availability of medical supplies; the lack of adequacy of medical attention once provided, and negligence on the part of Michael O'Connor, their affiliated organizations and their employees, teachers, volunteers or other agencies.

I acknowledge that the enjoyment and excitement of foreign travel/adventure travel is derived in part from the inherent risks incurred by travel and activity beyond the accepted safety of life at home or work, and that these inherent risks and the corresponding enjoyment and excitement contribute to the reason for my voluntary participation on this trip.

RELEASE

AS LAWFUL CONSIDERATION for being permitted by Michael O'Connor to participate on such trips and activities, I hereby agree that I, my heirs, legal representatives or any member of my family will not make a claim against or sue Michael O'Connor, or any of their affiliated agents, employees, teachers or volunteers, for bodily injury, death, emotional trauma or property damage resulting from my participation in the event or expedition.

I therefore release and discharge Michael O'Connor, and their agents, employees, teachers and volunteers from and against any and all liability arising from my participation in the expedition even though that liability may arise out of negligence or carelessness on the part of Michael O'Connor or their affiliate agents, employees, teachers or volunteers.

If any portion of this agreement is unenforceable, the remaining portions shall remain in full force and effect. Under no circumstances shall Michael O'Connor be liable to any tour participant for more than the land cost of the trip applied for on this document.

I waive any charge-back rights and, in the event of dispute, requests for a refund will be made using the procedures described under "Cancellation and Refunds" as stated in the Terms and Conditions for this trip. All applications are subject to acceptance by Michael O'Connor. Upon acceptance of my application, this agreement shall be deemed to have been entered into.

In the unlikely event a legal dispute should arise involving any subject matter whatsoever, I agree that the exclusive venue for any legal action shall be Vienna, Austria.

#### KNOWING AND VOLUNTARY EXECUTION

I have carefully read and fully understand the contents of this agreement as well as all the conditions as stated under the heading "Terms and Conditions" (see attached pages) including those conditions regarding responsibility borne by trip participants and conditions regarding cancellations and refunds. I am aware, that this is a release of liability and a legally binding and enforceable contract between myself and Michael O'Connor, and I sign it of my own free will.

Participant signature	name	date
_____	Michael O'Connor	_____
		date

To participate pay in full, or 350euro deposit to reserve your spot. Remaining payment must be received by August 15, 2026.

#### Payment options:

Bank transfer

Account holder: **Michael O'Connor**

IBAN: **AT791400003010923653**

BIC: **BAWAATWW**

Bank: **Bawag**

Favoritenstrasse 39, 1040 Wien, Austria

Paypal: [Macguy14@me.com](mailto:Macguy14@me.com)

Please use 'friend transfer' as business transfer holds the funds for one month and adds additional fees for either sender or receiver.