



**Rooted Life**  
ADVENTURES

## **Terms and Conditions & Liability Waiver Contract**

Rooted Life Adventures, LLC , a New Zealand limited liability corporation, (“Rooted Life”, “we”, “us” “our”, “RLA”) offers adolescents and young adult programs in Costa Rica, Hawaii, and New Zealand to create impactful change utilizing: homestead stewardship, community, outdoor adventure and wilderness exploration activities, environmental volunteer service learning, cultural immersion, psychoeducational curriculum, wellness workshops and holistic care while partnering with therapists and family members throughout the process. Rooted Life Adventures strives to provide adventure and support to produce positive outcomes in mental health and wellness.

### **CONTRACT**

We draw your attention to the terms and conditions and liability waiver contract below (collectively “the contract” or “terms and conditions”). These terms and conditions include all brochures, documents and correspondence from Rooted Life Adventures to form the basis of the contract with you. Throughout the contract the terms “you” and “student” or “Student” will be used interchangeably. The use of these terms shall collectively represent the student and the parent or legal guardian if the student is under the age of 18.

Before applying for the program you must ensure that you have read and understand these terms and conditions. Should you have any questions, please raise them with us before acknowledging or agreeing to our terms and conditions. **PLEASE BE AWARE THAT THESE TERMS AND CONDITIONS CONTAIN WAIVERS OF LIABILITY.** By asking us to enroll in a program, you are accepting all terms and conditions below and acknowledging that you have read the terms of this contract. If you do not accept the Terms and Conditions, you must not go forward in the enrollment process.

You agree that any violation of any such terms and conditions may result in (a) the cancellation of your enrolment in a program and (b) your forfeiture of any monies paid for your enrollment.

### **APPLICATION PROCESS**

- Parents, students, and therapists can schedule a free consultation to answer all questions and determine if Rooted Life Adventures is right for you or your child.
- Read and review these Terms and Conditions before applying.
- Once the family has decided on Rooted Life Adventures, the student/ family completes the Rooted Life Adventures application online, submits a Health Questionnaire and passport, and signs the Terms and & Conditions.

- Student pays Enrollment fee of \$2,000
- Rooted Life Adventures will schedule a virtual intake meeting with the students where parents can attend at the end for further questions and next steps.
- After the interview Rooted Life Adventures will give the family a Release of Information and will connect with the student's therapist for goal alignment, if applicable.
- Rooted Life Adventures will evaluate whether the student is a good fit for the program ("Goodness of Fit"), which should take no longer than 5 business days unless the therapist cannot be reached. Once Goodness of Fit is determined the family will be notified and students will receive a welcome email.
- Rooted Life Adventures will walk the family through getting ready for the program, travel logistics, gear list, etc.
- The cut-off date for submitting an application is three (3) weeks prior to the program start date.

Rooted Life Adventures reserves the right to decline applicants who are deemed not to be a good fit for the program. We do our best to accommodate all students, however we do have to balance our program goals for the majority of the group versus applicants who may require more support. Rooted Life Adventures believes in making its experiential programs as accessible as possible and does not discriminate by gender, ethnicity, nationality, religion, sexuality, or ability. We refer all applicants to our Essential Eligibility Criteria prior to applying.

### **STUDENT ELIGIBILITY CRITERIA**

In order to best serve the students attending the program, we have set certain student eligibility criteria for our program. You understand that Student must meet Rooted Life Adventure's eligibility requirement for acceptance into the program, and that misrepresentation of the Student for this program potentially places the Student at great risk and may result in discharge from Rooted Life Adventures.

Rooted Life Adventure Programs **ARE** most suitable for:

- Students who are 15-17 for adolescent programs and 18-24 for young adult programs, who speak and comprehend English fluently.
- Students who are open, and honest and good communicators; willing to communicate openly with Rooted Life Adventure staff.
- Students who are experiencing any of the following: failure to launch, academic underachievement, ADD/ADHD, adjustment problems, adoption, anxiety/depression, entitlement, family conflict/discord, grief or loss, identity issues, internet addiction, isolation, lack of self-confidence, learning differences, on the spectrum, mood regulation issues, poor self-image, poor social skills, relationship issues, school issues, previous substance experimentation or abuse, previous trauma, and/or video game addiction (among others).



- Students who are able to exercise sound judgement in the absence of direct supervision and who are able to effectively signal or notify program instructors or other course members of personal distress, injury, or a need for assistance.
- Students who are able to independently identify, recognize and effectively alert or warn others about potential hazards. Hazards may include, but are not limited to, loose and unstable surfaces, falling rocks, rugged, steep and uneven terrain; moving water (fast or slow) such as rivers, waterfalls, creeks, surf, or tides; traffic and pedestrian hazards.
- Students who are able to recognize any risks posed by other students, which include but are not limited to, fatigue, state of mind, and actions that may influence judgement and decision-making.
- Students who recall and understand hazards and risks after being informed and instructed by program instructors, activity instructors and volunteer project coordinators. Additionally, students must be able to respond appropriately, and without panic to stress or crisis when encountering severe weather, a medical emergency or any other potential hazard.
- Students who are able to stay alert and focus attention for up to several hours at a time while traveling in wilderness terrain, undertaking volunteer project work, or receiving instructions.
- Students must be able to practice good self-care by maintaining adequate hydration, sufficient food intake for energy needs, sufficient sleep/rest, and dressing appropriately to remain generally healthy and able to avoid environmental injuries such as hypothermia, heat illness, dehydration, or sunburn, among others.

Rooted Life Adventures Programs **are NOT** suitable for students experiencing:

- Acute mental health crisis
- Currently experiencing suicidal ideation
- Actively Self-Harming
- Experiencing psychosis/schizophrenia
- Primary substance addiction or students at risk for withdrawal
- Displaying out-of-home aggression
- Diagnosed with certain types of mental health disorders
- Who are not compliant with medication
- Who are perpetrators of bullying
- Exhibiting certain types of high risk behavior
- Requiring regular access to specialized medical care
- With certain types of chronic health conditions
- Current untreated sex offenders
- Severe eating disorders that require hospitalization
- Students who are adjudicated (court mandated)



- Students with a physical disability or injury that prevents them from participating in the activities of the program

You further understand and agree that part of the screening process is completed in the first week of the program, while on-site in country, and agree that Rooted Life Adventures may determine that said Student is inappropriate for placement. If Student is discharged while on-site, you agree to pay for the return trip home or for travel expenses to another placement. You understand and agree to abide by our discharge policy.

### **STUDENT COMMITMENTS**

Each student must commit to the following: Be willing to meet with their therapist weekly, be willing to have their patterns and routines challenged, be open to change and confrontation, be engaged in self-assessment, be ready to expand their perspective and coping skills, be open to learning and gaining emotional intelligence, be open to developing community, be committed to self-growth, and be ready to engage in service learning.

In addition, students agree to abide by all program rules and behavioral guidelines, have an open mind and be willing to challenge their ideas and assumptions, be able to work effectively as a member of team in often strenuous situations, be willing to problem solve independently and in a team, effectively communicate, be able to take care of and maintain their personal possessions, maintain a safe learning environment free from offensive behavior or violence towards others, be able to maintain a certain degree of fitness to withstand the rigors of travel and adventure activity and be able and willing to participate in all program activities unless ill or injured.

### **PAYMENT FEES AND DUE DATES**

You understand that the cost of the Rooted Life Adventures program is an Enrollment Fee of \$2,000 and program tuition is \$27,990 for 10-weeks and \$14,990 for a 6-week program. Full payment for the program must be received 30 days prior to the Student's arrival date. Applications submitted within 30 days of arrival will have the full payment due immediately. The enrollment fee is non-refundable and ensures that a space is held for the Student.

### **PROGRAM TUITION INCLUDES:**

- All scheduled ground transport and travel on program
- All program accommodations
- All program meals
- All program cultural, adventure, and volunteer activities
- Informal lectures from resident experts on environment, culture, history, and development
- Two Rooted Life Adventures program Instructors and local guides
- Psychoeducational core curriculum and wellness workshops



- Weekly parent curriculum
- On site therapist 24/7
- Weekly on site therapist and family talk therapist coordination

**PROGRAM TUITION DOES NOT INCLUDE:**

- Weekly virtual therapist appointment with at home family therapist
- Flights/ Transport to and from the program
- Passport fees or visas
- Any medical and vaccination expenses
- Covid tests
- Health and travel insurance
- Any and all medical costs
- Phone Sim cards, etc.

**TRAVEL INSURANCE, MEDICAL AND EVACUATION EXPENSES**

You understand Student and/or family are obligated to provide travel and medical insurance for Student and must provide proof of such insurance within 20 days of enrollment. Travel insurance is compulsory for all program participants. Rooted Life Adventures will connect you with The Travellist, a trusted agency which provides excellent travel insurance options, which you may use at your choosing. Using the Travellist is not compulsory, nor will Rooted Life Adventures be held liable for the insurance coverage you choose if it is not to your satisfaction.

If you choose to source travel insurance yourself, your travel insurance must provide coverage for 1.) all medical coverage on the program, 2.) emergency medical evacuation medical care, and emergency repatriation, 3.) trip “cancellation for any reason”, and 4.) trip interruption for any reason.

It is the responsibility of the student and the student’s family to understand the limits of any medical and evacuation policy, and to provide up-front payment of emergency services when required. If a Student needs medical treatment while attending our program, you agree to be financially responsible for any costs incurred as a result of such treatment.

You acknowledge that you are aware and understand that you should carry your own health insurance. You understand that Rooted Life Adventures has no responsibility to provide medical care to participants and has made no offer or promise to do so. You authorize Rooted Life Adventures to obtain medical care on your behalf and/or to transport you to a medical facility, if necessary, and you hereby release Rooted Life Adventures from any and all liability arising from its obtaining medical care on your behalf or transporting you to a medical facility.



## **CANCELLATION POLICY & REFUND POLICY**

If you decide to cancel your participation in a program, the following fees apply at the time we receive written notice of your cancellation:

- More than 91 days before program start date – Forfeit enrollment fee
- 60 to 90 days before program start date – Forfeit enrollment fee and 35% of program cost
- 30-60 days before program start date - Forfeit enrollment fee and 50% program cost
- 0-30 days before program start date - Forfeit full enrollment fee and 100% of program cost
- If you fail to join the program or leave after the program has begun - Forfeit enrollment fee and 100% of program cost.

## **WITHDRAWAL, DISCHARGE, AND DISMISSAL FROM THE PROGRAM**

### **Withdrawal.**

If a student withdraws before completing the program without the recommendations of the Mental Health and Wellness Director, student forfeits the full enrollment fee and 100% of program cost. . The student will be responsible for all travel costs related to their early departure. Rooted Life Adventures will provide any documentation necessary for a travel interruption insurance claim.

### **Discharge & Dismissal.**

If the student is discharged prematurely for medical or clinical reasons by the recommendation of the Rooted Life Adventures Mental Health and Wellness Director or if Rooted Life Adventures is no longer able to ensure their safety on-program, the student will be discharged from the program and escorted by a program instructor to an airport to fly home or to an in-country care facility. Students will bear all costs associated with the discharge, including arranging someone to accompany the student home if necessary. The student will forfeit enrollment fee and 100% of program cost. Rooted Life Adventures will provide any documentation necessary for a travel interruption insurance claim. You shall not hold Rooted Life Adventures responsible for any consequences that result from the student's premature discharge.

Students may be dismissed for rule-breaking, behavioral, or eligibility reasons although this list is not exhaustive. Dismissal of a student from a program is a last resort after several course corrections steps have been completed, including parent and therapist involvement. However, immediate dismissal may be recommended for violent behavior. Students will bear all costs associated with the dismissal, and early departure. The student will forfeit enrollment fee and 100% of program cost. Rooted Life Adventures will provide any documentation necessary for a travel interruption insurance claim. You will not hold Rooted Life Adventures responsible for any consequences that result from the student's premature discharge.



Rooted Life Adventures will work with students and family to assist in facilitating logistics (flights, communication with instructors, etc.) involved in any early departure.

### **ROOTED LIFE ADVENTURES PROGRAM CANCELLATION AND MODIFICATION**

Rooted Life Adventures reserves the right to cancel or modify the program before or during its operation for any reason.

Rooted Life Adventures reserves the right to cancel any upcoming programs, if the minimum number of students is not reached and the program is not feasible. A full refund will be granted for programs cancelled due to insufficient applications. Rooted Life Adventures is not responsible for other costs incurred by students preparing for the program.

Rooted Life Adventures reserves the right to cancel any program before the start date due to any event that is beyond our control. Rooted Life Adventures reserves the right to set the amount of refund, if any. Rooted Life Adventures will endeavour to retrieve any costs that have been pre-paid to operators for transport, accommodation, activities, service projects, etc. In the event that Rooted Life Adventures is not able to refund in full, Rooted Life Adventures will provide supporting documentation for a travel insurance claim.

For programs that are cancelled due to any event that is beyond our control during the program, no refund will be given. Rooted Life Adventures will provide supporting documentation for a travel insurance claim.

### **TRANSFER AND DEFERRAL POLICY**

If any student's upcoming program is cancelled, student's are able to transfer to another program location at the same date or defer to a later date program to the location of your choice where there is availability.

### **ITINERARY AND ACTIVITIES**

Our intention is to offer our program activities as described. However, we reserve the right to alter these activities to make improvements, or because events outside our control necessitate doing so (weather, natural disasters, political unrest etc.). If a significant change is to be made, students and families will be notified of the change and the reason.

### **FORCE MAJEURE**

"Force Majeure" means any event or circumstances which we or the supplier of the services in question could not foresee or avoid. Such events and circumstances may include, acts of God, actual or threatened, war, insurrection, riots, strikes, civil action, decisions by governments or governing authority, technical or maintenance problems with transport, changes of schedules or operational decisions of air carriers, terrorist activity or the threat



thereof, industrial action, natural or nuclear activity, epidemic, pandemic, illness, physical injury, quarantine, medical or customs or immigration regulation, delay, or cancellation, adverse weather conditions, fire and all similar events outside our control.

We cannot accept liability or pay any compensation where the performance or prompt performance of our contractual obligations is prevented or affected, or you otherwise suffer any loss, injury, death, inconvenience or damage as a result of circumstances amounting to Force Majeure.

In the event of a Force Majeure cancellation, we shall immediately notify all vendors and suppliers of the need to cancel and take all commercially reasonable steps to secure refunds. Some suppliers may choose to offer future travel credits which will be made available to your group.

### **ROOTED LIFE ADVENTURES RULES AND GUIDELINES**

Each student is responsible for understanding, acknowledging and following the [Program Rules and Behavioral Guidelines](#). These are in place to protect you, your group mates, your Program Instructors, host communities, and Rooted Life Adventures. Contravention of a Program Rule is grounds for immediate dismissal from the program. Disregard for Behavioural Guidelines can result in dismissal from the program. The program Wellness Director and instructors will work with a student to clarify misconduct, establish guidelines for appropriate behaviour, and implement a behavioural correction plan if necessary. Parents will be notified when a behavioural correction plan is established. Repeated misconduct is likely to result in dismissal from the program. Some situations are serious enough to warrant immediate dismissal from the program and families may not receive any pre-warning of the decision to dismiss their student.

### **GROUP TRAVEL**

You are aware that travel within a group may involve compromise to accommodate the diverse desires and physical abilities of group members. Your Wellness Director and program instructors will do their utmost to ensure that any problems are solved for the benefit of the group as a whole. Applying for a program signifies your acceptance of the instructor's and Rooted Life Adventures's authority to make decisions affecting the group or individuals. For instance, we may require an individual to leave the group if we believe that a person's health is at risk, if an illegal act is committed, their behaviour becomes detrimental to the safety, enjoyment and well-being of the group, or they don't meet the Essential Eligibility Criteria for the program.

### **HEALTH AND MEDICAL CONSIDERATIONS**

All Rooted Life Adventures programs require good health and moderate fitness. If you have concerns or questions about your health or fitness, please contact us. Students will be dismissed from the program if it is found that they or a family member falsely represents the



student during the application process and they do not meet the Essential Eligibility Criteria. The Wellness Director may recommend removal of any student from the program if it is considered medically necessary.

Rooted Life Adventures is unable to accept any responsibility regarding medical advice, medications or vaccinations that you or your doctor deem necessary for your safe participation. Students are required to be responsible for self-administering any prescription medications they may require. In the event of a medical emergency, Rooted Life Adventures will use its judgement to assist and/or attempt to assist the best course of action to procure medical treatment; however, we assume no liability regarding provision of medical care.

### **MEDICAL, NUTRITIONAL SUPPLEMENTS, AND INCIDENTAL EXPENSES**

You acknowledge that all costs incurred as a result of injury, illness or treatment remains your responsibility. You acknowledge that all costs of medication while Student is enrolled in the program are your responsibility.

Rooted Life Adventures will request health information prior to departure and reserves the right to exclude any student deemed unfit for the program at its sole discretion.

### **SPECIAL DIETARY REQUIREMENTS**

If a student has food allergies or specific dietary restrictions, you shall provide Rooted Life Adventures with written notice of said allergies and dietary restrictions at the time of application into the program. Rooted Life Adventures will make our best effort to make appropriate accommodations for your student, however all scenarios and special dietary requests regarding food and drink, including allergies, or dietary requirements and restrictions, are the sole responsibility of the student to oversee while in the program.

For safety and liability reasons, Rooted Life Adventures and its representatives cannot be responsible for directly accommodating any food allergies, or dietary requirements and restrictions, and is not responsible for any issues or problems associated with the same.

### **INTERNATIONAL TRAVEL**

All students are responsible for arranging flights to and from the program. We refer students to The Travellist, a partner travel agency that will ensure participants fly to a common airport in the United States, meet their program instructors at this location, and continue to fly together with their group and instructors to the start of the program. The Travellist will also coordinate each student's return travel home.

No travel is without risk. By offering travel to this destination, we do not represent that travel in such a destination is safe or without risk. It is the responsibility of the student and his/her parent or legal guardian to become informed about the most current travel information, advisories and warnings by referring both to the U. S. State Department's travel



website at [www.travel.state.gov/](http://www.travel.state.gov/) or by calling (202) 647-5225, and by accessing the Centers for Disease Control (CDC) website at <https://wwwnc.cdc.gov/travel/notices>. Should you choose to travel when a travel warning or advisory has been issued, we will not be liable for damages or losses that result from your international travel.

Trips outside the United States of America require a valid U.S. passport or other acceptable forms of citizenship proof. Passports must be up to date with an expiration at least 6 months after the trip return date. Many countries also require that your passport have at least two completely blank pages. For up-to-date visa requirements US citizens should visit [www.travel.state.gov](http://www.travel.state.gov). It is the participant's sole responsibility to secure and/or pay for any and all visas, reciprocity fees, affidavits, immunizations, etc. that are required to be permitted entry into each destination. In some countries you may be subject to entry (reciprocity) fees and/or departure taxes/ exit fees which will be collected at the airports upon entry/departure by local government authorities. Please note that entry to any country may be refused even if the required information and travel documents are complete. You are responsible for, and release Rooted Life from passport, visa, vaccination requirements and safety conditions in travel destinations.

All participants are responsible for carrying their own travel documents. Rooted Life Adventures will not be responsible for lost travel documents.

### **SUPERVISION**

You are aware that our instructors accompany the group from program start to program end but are not with students 24/7. There is considerable independent exploration time built into the program where students are able to explore independently with other group members. There are also times where instructors are food shopping, arranging logistics, or attending to an individual student's needs and are not directly supervising the group. In these instances, it is expected that students exercise sound judgement in the absence of direct supervision. Additionally, prior to program arrival day and after program departure day our instructors will not provide supervision to students who have arrived early or are travelling independently.

### **DAMAGE TO PROPERTY OR PERSONS**

Student agrees to accept full responsibility for:

- The repair, replacement or reimbursement of any property damaged, defaced or destroyed by the student, whether owned, leased or controlled by Rooted Life Adventures or any third party, and
- Personal injury to any Rooted Life Adventures personnel, other student or third party caused, in whole or in part, by the student.



## **LOCAL LAWS**

Rooted Life Adventures will not accept responsibility or liability for any student who contravenes a law or regulation of any country visited.

## **CONTRACTED AND/OR THIRD PARTIES**

You acknowledge that Rooted Life Adventures contracts with a network of companies, government agencies and individuals to assist in the running of its program activities. To the best of Rooted Life Adventures' knowledge, these third parties are qualified to perform the duties they are contracted to perform. However, Rooted Life Adventures will not be held liable for any injury, damage, loss, delay or irregularity that may occur due to the behavior of these third parties, suppliers, contractors or agents.

Rooted Life Adventures, and its employees, shareholders, agents, and representatives use third party suppliers to arrange services related to this program. Rooted Life Adventures is an independent contractor and is not an employee, agent, or representative of any of these suppliers. Rooted Life Adventures does not own, manage, operate, supervise, or control any transportation, vehicle, airplane, hotel, experiences, or restaurants, or any other entity that supplies services related to your program. All suppliers are independent contractors and are not agents or employees or representatives of Rooted Life Adventures. By utilizing any services provided by any Suppliers Student agrees that neither Rooted Life Adventures, nor its employees, agents, or representatives are or may be liable for any loss, injury, or damage to any student or their belongings, or otherwise, in connection with any service supplied or not supplied resulting directly or indirectly from any occurrence beyond the control of Rooted Life Adventures. Rooted Life Adventures assumes no responsibility or liability for any delay, change in schedule, loss, injury or damage or loss of any student that may result from any act or omission on the part of others; Rooted Life Adventures assumes no responsibility or liability for personal property; and Rooted Life Adventures shall be relieved of any obligations under these terms and conditions in the event of any strike, labor dispute, act of God, or of government, fire, war, whether declared or not, terrorism, insurrection, riot, theft, pilferage, epidemic, pandemic, illness, physical injury, quarantine, medical or customs or immigration regulation, delay, or cancellation. Rooted Life Adventures accepts no responsibility for lost or stolen items.

## **RISKS ASSOCIATED WITH COVID 19**

You expressly acknowledge that naturally occurring diseases and viruses (including, but not limited to, the currently widespread COVID-19) may be present and actively occurring in all environments in which this program will take place. You acknowledge the coronavirus, COVID-19, has been previously declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact (however the exact method of spread remains unknown). You also understand that if you are older or have underlying conditions, you may be more prone to



serious infection and death due to COVID-19. As a result of the highly infectious nature of this disease, federal, state, and local governments and federal and state health agencies recommend social distancing, wearing of PPE (including masks), and have, in many locations, prohibited the congregation of groups of people. You acknowledge that Rooted Life Adventures, its agents, owners, officers, employees, affiliates, and suppliers, and all other persons or entities acting in any capacity on their behalf, has taken steps to mitigate the potential for transmittal of, and exposure to COVID 19 during the program, but that exposure to such viruses or disease is an inherent risk of participating in the program, one that cannot be eliminated.

By booking your program with us, you acknowledge the highly contagious nature of COVID-19 and voluntarily assume the risk for yourself and any minors traveling with you, that you or they may be exposed to or infected by COVID-19 by participating in the program and that such exposure or infection may result in personal injury, illness, permanent disability, and death. You understand that the risk of becoming exposed to or infected by COVID-19 while on the program, may result from your actions, omissions, or negligence of others, including, but not limited to, Rooted Life Adventures employees, agents, affiliates, suppliers, and other students on the program. You understand the description of the risks due to COVID-19 is not complete and that unknown or unanticipated risks may result in injury, illness, death or any other loss. You agree that having considered these risks, you desire to participate in the program and you freely and voluntarily assume complete personal responsibility for the risk of exposure, illness and death due to COVID-19, for yourself even if such injuries or death occur in a manner that is not foreseeable at the time this agreement is signed.

#### **ADVANCED WAIVER OF LIABILITY & ASSUMPTION OF RISK**

On behalf of you and Your next of kin, heirs and representatives, you release from all liability and promise not to sue Rooted Life Adventure, including each of their employees, officers, directors, volunteers, personnel and agents (collectively “Released Parties”), from any and all claims, including claims of the Released Parties’ negligence, resulting in any physical or psychological injury (including paralysis and death), illness, damages, medical conditions, self-inflicted conditions, loss or damage to person or belongings, or economic or emotional loss suffered because of your participation in your program, including travel to, from and during the program. You acknowledge that you are voluntarily participating in this program. You acknowledge that you are aware of the risks associated with traveling to and from and participating in this program, which include but are not limited to physical or psychological injury, pain, suffering, illness, disfigurement, temporary or permanent disability (including paralysis), economic or emotional loss, and/or death. You acknowledge that you understand that these injuries or outcomes may arise from your own or other’s actions, inaction, or negligence; conditions related to travel, or the condition of the program location(s).



Nonetheless, you acknowledge that you assume all related risks, both known or unknown to you, of your participation in this program, including travel to, from and during the program.

Furthermore, without limitation, Rooted Life Adventures is not responsible for any injury, loss, or damage to person or property, death, delay or inconvenience in connection with the provision of any goods or services occasioned by or resulting from, but not limited to, acts of God or force majeure, acts of war or civil unrest, insurrection or revolt, strikes or other labour activities, criminal or terrorist activities of any kind, epidemics, pandemics, acts of government, quarantine.

**You acknowledge that You understand the legal consequences of this document, including: (a) Rooted Life Adventures is a New Zealand based company and subject to New Zealand law (b) releasing the Released Parties from all liability; (c) promising not to sue the Released Parties; (d) and assuming all risks of participating in this program, including travel to, from and during the program. This Waiver of Liability and Express Assumption of Risk is written to be as broad and inclusive as legally permitted under New Zealand law.** This section titled “Advanced Waiver of Liability and Assumption of Risk”, shall survive any termination or cancellation of this Contract, whether by operation of law or otherwise.

#### **INDEMNIFICATION**

You agree to defend and indemnify Rooted Life Adventures, our affiliates, agents, personnel, officers, suppliers, employees, program managers and directors (“Indemnified Parties”), from and against any and all claims, causes of action, demands, recoveries, losses, damages, fines, penalties, attorney’s fees and other costs or expenses of any kind or nature, including but not limited to reasonable legal and accounting fees and costs brought by or on behalf of a family member, a co-participant, or any other person for any claims arising out of or resulting from:

- Your wrongful or negligent acts or omissions;
- Wrongful or negligent acts or omissions of other people for which You are responsible;
- Your breach of this contract or documents referenced in this contract;
- Your violation of any law or the rights of a third party; and/or
- Your use of Rooted Life Adventure program/s.

The terms and conditions shall be binding on your heirs, executor, administrator and all members of your family. If any term or condition contained herein is deemed unenforceable, all other parts shall remain in full force and effect.

#### **NO LIABILITY FOR ACTS OR OMISSIONS OF THIRD PARTIES**

Rooted Life Adventures may coordinate with various service providers and companies to conduct its programs. Examples include program personnel, transfer providers,



accommodation providers, restaurants, and other service providers and vendors. Some persons or companies engaged in conducting those services are not employees or agents of Rooted Life Adventures. All such persons and entities are independent contractors. All vouchers, tickets, receipts, and coupons are issued subject to the terms and conditions specified by each third party provider, and by accepting the coupons and tickets, or utilizing the services, all customers agree that Rooted Life Adventures assumes no liability for any loss, accident, property damage, delay, inconvenience, expense or injury to you or any persons traveling with you owing to any act of default or negligence caused by any person or company engaged in providing those services. You agree that if a service provider causes damage or loss to you, that such service provider is solely responsible for compensation and you waive all rights, causes of action and claims for indemnity against Rooted Life Adventures. You agree to hold harmless Rooted Life Adventures from liability caused by any act or omission of yourself or any employee, member, guest, invitee, or of any third party of yourself, or arising from the use of any facility, equipment, transportation or other instrumentation used or provided to you.

#### **SEVERABILITY**

In the event that any term or condition contained here is unenforceable or void by operation of law or as being against public policy or for any other reason, then such term or condition shall be deemed to be severed from this contracts or amended accordingly only to such extent necessary to allow all remaining terms and conditions to survive and continue as binding.

#### **ENTIRE AGREEMENT**

This contract constitutes the entire agreement and there are no oral or other representations regarding the subject of this contract that are binding. All changes to this contract must be in writing, signed by both parties, unless expressly agreed otherwise via e-mail communication of the intent to be bound to a modification to this contract.

#### **LIMITATIONS AND GOVERNING LAW**

You agree to present any claims against us within 30 days after your program ends and to try to resolve it directly with Rooted Life Adventures. If you cannot resolve the dispute you agree to conduct every effort in reaching an agreement through mediation prior to ever filing suit. You will agree to a mediator with Rooted Life Adventures within ten (10) days of providing written notification of the dispute to Rooted Life Adventures. If a mediator is not agreed or appointed, you and Rooted Life Adventures agree to participate in arbitration under the Arbitration Act 1996 (NZ).

You acknowledge and understand no mediation or claims may be brought in the United States. Rooted Life Adventures is a New Zealand LLC and all arbitration must be conducted in New Zealand.



No employee, servant or agent of Rooted Life Adventures has authority to vary these terms and conditions.

### **PERMISSION TO RELEASE INFORMATION**

Student gives permission and understands that while Student is attending a Rooted Life Adventures Program, the Wellness Director will coordinate with Student’s family’s chosen talk therapist and discuss the Student.

You give permission and understand while attending the Rooted Life Adventures Program, the Wellness Director will send weekly updates to your chosen family therapist about the group, including but not limited to group dynamic, weekly activities, and group challenges. I understand these weekly updates to the family therapist will also include feedback notes on Student including but not limited to progress on goals, challenges on program, any incidents, behavioral notes, or successes.

### **CONFIDENTIALITY**

You acknowledge and understand that participation in the Rooted Life Adventures program may put You in contact with other Rooted Life Adventures families in the way of an all-family teleconference call or the like. For this reason, You hereby agree to confidentiality in reference to other Rooted Life Adventures families, their names, stories or other information You might become privy to before, during or after participation at Rooted Life Adventures, unless it involves a case of suspected child abuse or neglect.

### **PHOTO/MEDIA PARTICIPATION AUTHORIZATION**

You acknowledge and understand that photographs taken for the purpose of illustrating Rooted Life Adventures’s programs and services may include photographs of Student and family members. You hereby agree that Rooted Life Adventures may display these photographs on the Rooted Life Adventures website, print materials, or any publication authorized by Rooted Life Adventures. You further agree that you shall not receive compensation for use of your likeness in any media form. You assign Rooted Life Adventures all right, title, and interest in or to all media in which their participants name or likeness might be used. Should you desire to revoke your authorization for photographs to be utilized by Rooted Life Adventures for marketing purposes, please provide written notice to Rooted Life Adventures at [info@rootedlifeadventures.com](mailto:info@rootedlifeadventures.com) with the Subject Line: YOUR NAME: “Revoke Photo/Media Participation Authorization and inform us of your request to revoke your authorization.

### **SECURITY & PRIVACY**

Rooted Life Adventures — either on its own or through service providers, contractors or agents — does not use your personal information for any purpose other than to provide services to you, contact you, and conduct and improve our business. Any personal data, including but not limited to, extended contact information, financial information, as well as



health information, is held in strict confidence in accordance with applicable laws and industry standards. If you choose to fill out an application to use Rooted Life Adventures' services, you will be asked to provide detailed contact and health information. This information allows us to determine our ability to serve you. It also is a necessary component of the services we provide should you or a family member become a Student.

**ELECTRONIC AUTHORIZATION.** Both parties agree that you may accept and agree to these terms electronically by indicating acceptance by acknowledgment through clicking the box acknowledging acceptance of these booking Terms and Conditions, by handwritten signature or by email acceptance of these terms or by your implied consent deemed by your actions, which shall include, without limitation, the payment of any amount owed or transfer of credit card information for payment. All such means constitute effective acknowledgment and execution of these Terms and Conditions, as fully constituted, and shall be sufficient to bind the parties to the terms herein.

