

OUT OF OUR MINDS RETREATS AGREEMENT/TERMS/CONDITIONS

This Client Agreement (the “Agreement”), made effective on the date of Program registration, is made by and between Erica Wilcox, LPC hereafter known as “Company” or “I” and yourself, hereafter known as “Client” or “you”, and collectively, the “Parties”

1. SERVICES.

Erica Wilcox, LPC agrees to provide Self-Care Retreats (herein referred to as the “Program”). Client agrees to abide by all policies and procedures as outlined in this agreement as a condition of their participation in the Program. The Program includes, but is not limited to, inquiry and discussion about psychological and mental health topics, breath-work, expressive movement and dance, gentle stretching, listening to music, meditation practices, and teaching mindfulness methods. During these retreats Client will be asked to participate in a variety of the activities listed above but are under no obligation to do so. Retreats are designed to allow you to have new experiences and never to overextend yourself or go beyond your limits. Retreats also include the use of diffusing essential oils and/or burning incense or sage. Client agrees that they have consulted and obtained consent from their medical provider and/or therapist to participate in the Program (if applicable). Client agrees to talk about any medical or mental health concerns that may impact their participation in the Program and, if relevant, will independently seek professional medical and/or mental health care. The Program is in no way, shape, or form, psychotherapy or a substitute for psychotherapy.

2. DISCLAIMER.

I have used care in preparing the information provided to you, but this Program and my Program materials are being provided as self-help tools for your own use and for informational and educational purposes only. There are many factors that influence results, so no guarantees can be made as to the results you will experience through this Program. You agree that I am not responsible for your physical, mental, emotional, and/or spiritual health, for your financial earnings or losses, or for any other result or outcome that you may experience through this Program. Client understands Company is not an agent, publicist, accountant, exercise/fitness/movement professional, financial planner, lawyer, or any other licensed or registered professional. Even though Erica Wilcox is a licensed therapist, all courses, retreats, workshops, publications, social media posts are not therapy and are not a substitute for therapy or any other medical treatment. The methods and exercises as part of the Program is not directive advice, counseling, or therapy, may address overall goals, specific projects, or general conditions in Client's life or profession. Coaching services may include expressive movement, breathwork, setting priorities, establishing goals, identifying resources, brainstorming, creating action plans, strategizing, asking clarifying questions, and providing models, examples, and in-the-moment skills training. Company promises that all information provided by Client will be kept strictly confidential, as permissible by law.

3. TERMS/TESTIMONIALS

Client understands that a relationship with Company does not exist between the Parties after the conclusion of the Program. If the Parties desire to continue their relationship, a separate agreement will be entered into. A satisfaction survey will be provided to Client upon the conclusion of the Program. Any feedback that is provided within the survey may be used anonymously for marketing purposes. You are not required to complete the feedback survey.

4. TERMINATION

Company is committed to providing all clients in the Program with a positive Program experience. By signing below, Client agrees that the Company may, at its sole discretion, terminate this Agreement and limit, suspend or terminate Client's participation in the Program without refund or forgiveness of payment if Client becomes disruptive or upon violation of the terms. If Client decides to terminate this Agreement, no refunds will be issued.

5. PAYMENT

Payment for retreats, courses, and/or masterclasses is due upon online registration in full. Client may pay by debit or with credit card online at ericawilcox.com.

6. REFUNDS

It is Company's intention for Client to be happy with the Program. However, because Company has invested considerable time and effort in the Program, if Client decides to withdraw at any time for any reason, Client is still fully responsible for making all Program payment, and no refunds will be provided. If there is a legitimate emergency that requires you to miss the Program, consideration for applying credit towards a future Program will be made.

7. CONFIDENTIALITY.

This Agreement is considered a mutual non-disclosure agreement. Both Parties agree not to disclose, reveal or make use of any information learned by either party during discussions, or otherwise, throughout the Term of this Program ("Confidential Information"). Confidential Information includes, but is not limited to, information disclosed in connection with this Agreement, and shall not include information rightfully obtained from a third party. Both Parties shall keep all Confidential Information strictly confidential by using a reasonable degree of care, but not less than the degree of care used by it in safeguarding its own confidential information. The obligation of the Parties hereunder to hold the information confidential does not apply to information that is subsequently acquired by either Party from a third party who has a bona fide right to make such information available without restriction. Both Parties agree that any and all Confidential Information learned as of the Effective Date shall survive the termination, revocation, or expiration of this Agreement.

8. COMPELLED DISCLOSURE OF CONFIDENTIAL INFORMATION.

Notwithstanding anything in the foregoing, in the event that Client is required by law to disclose any of the Confidential Information, Client will (i) provide Company with prompt notice of such requirement prior to the disclosure, and (ii) give Company all available information and assistance to enable Company to take the measures appropriate to protect the Confidential Information from disclosure. Because the Program is not psychotherapy or medical service, there are no notes, documentation, assessment, or diagnosis.

9. INTELLECTUAL PROPERTY RIGHTS

Company retains all ownership and intellectual property rights to the Program content and materials provided to Client through the Program, including all copyrights and any trademarks belonging (or pending) to Company. The Program content and materials are being provided to you for your individual use only and with a single-user license which means that you are not allowed or authorized to share, copy, sell, post, distribute, reproduce, duplicate, trade, resell, exploit, or otherwise disseminate any portion of the Program or Program materials, electronically or otherwise, for business or commercial use, or in any other way that earns you money, without my prior written permission. Further, by signing below, Client agrees that if Client violates, or displays any likelihood of violating, any of Client's agreements contained in this paragraph, Company will be entitled to injunctive relief to prohibit any such violations and to protect against the harm of such violations.

10. NON-DISPARAGEMENT

If there is a dispute between the Parties, Client agrees to not publicly or privately make any negative or critical comments about the Program, Company's business or me, or to communicate with any other individual, company or entity in a way that disparages the Program or harms the Company's reputation in any way, including on social media. In arbitration or when required by law, of course, you are not prohibited from publicly sharing your thoughts and opinions.

11. INDEMNIFICATION.

Client agrees to indemnify and hold harmless Company, its affiliates, and its respective officers, directors, agents, employees, and other independent contractors from any and all claims, demands, losses, causes of action, damage, lawsuits, judgments, including attorneys' fees and costs, arising out of, or relating to, Client's participation or action(s) under this Agreement. Client agrees to defend against any and all claims, demands, causes of action, lawsuits, and/or judgments arising out of, or relating to, the Client's participation under this Agreement, unless expressly stated otherwise by Company, in writing.

12. NOTICE.

All correspondence or notice required regarding the Program shall be made to me by e-mail at erica@ericawilcox.com and to you at the e-mail address you provided during your enrollment in the Program. Should your e-mail address or contact information change at any time throughout the

Program, it is your responsibility to provide your updated information to me within 3 days of any change.

13. DISPUTE RESOLUTION

If a dispute is not resolved first by good-faith negotiation between the Parties to this Agreement, every controversy or dispute to this Agreement will be submitted to the American Arbitration Association. The arbitration shall occur within ninety-(90)-days from the date of the initial arbitration demand and shall take place in Colchester, CT. The Parties shall cooperate in exchanging and expediting discovery as part of the arbitration process and shall cooperate with each other to.