

The 2017
Feel Good Being Here™
Terms & Conditions



Statement of Intent for _____(Client Name)

All coaching services delivered by Katy Flatau and Mindful-U, LLC are meant to challenge, uplift, and support you psychologically. However, coaching is not psychotherapy. If you feel psychologically stressed to the point that it is interfering with your ability to function, please have the courage to seek the help you need in the form of a professional counselor.

Life coaching may augment your therapy, but the work of coaching is meant to be done when major emotional and psychological wounds are already healing or healed. In that spirit, please read the following and sign below should you agree to each statement and wish to proceed:

I understand that the life coaching services I will be receiving from Katy Flatau are not offered as a substitute for mental health care. I also understand that my coach, Katy Flatau, is not acting as a psychotherapist, and does not purport to offer mental health care.

I understand that my coach will maintain the confidentiality of our communications only to the extent defined by the laws of the states in which each of us resides.

I understand and agree that I am fully responsible for my well-being during coaching sessions and workshops, and subsequently, including my choices and decisions.

I understand that all comments and ideas offered by my coach are solely for the purpose of aiding me in achieving my defined goals. I have the ability to give my informed consent, and hereby give such consent to my coach to assist me in achieving such goals.

I hereby release, waive, acquit and forever discharge Katy Flatau and Mindful-U, LLC, their agents, successors, assigns, personal representatives, executors, heirs and employees (collectively "Katy Flatau and Mindful-U, LLC") from every claim, suit, action, demand or right to compensation for damages I may claim to have or that I may have arising out of actions, omissions, or commissions taken by myself or as a result of the advice given by Katy Flatau or otherwise resulting from the coaching relationship contemplated hereunder. I further declare and represent that no promise, inducement or agreement not herein expressed has been made to me to enter into this release. The release made pursuant to this paragraph shall bind my heirs, executors, personal representatives, successors, assigns, and agents.

I have read the statements above and I understand and agree with the points contained therein:

Client Signature

Date

Agreement of Release and Waiver of Liability

I, (print name) _____, hereby agree to the following:

I agree that I am participating in the Feel Good Being Here Retreat (hereafter referred to as Retreat) offered by Mindful-U, LLC and Katy Flatau (hereafter referred to as Mindful-U, LLC) at Kings Land by Hilton Grand Vacations, during which I will receive information and instruction about life coaching and tourism on the Island of Hawaii.

I acknowledge that Katy Flatau and Mindful-U, LLC may make suggestions from time to time that are intended to help me and my well being. However I take ultimate responsibility for my choices and realize that Katy Flatau and Mindful-U, LLC are not licensed medical providers and that I must consult my doctor. I understand that the activities offered on this retreat are not a substitute for medical care. I understand that Katy Flatau and Mindful-U, LLC are not qualified to diagnose or treat physical or mental illness.

I recognize that the retreat and any associated travel may require physical exertion that may be strenuous and may cause physical injury, and I am fully aware of the risks and hazards involved. If I experience pain or discomfort during the retreat, I will notify Mindful-U, LLC instruction to suit my individual needs. I will not hold Mindful-U, LLC responsible for any pain or discomfort I experience during or after the retreat.

I agree I will be fully and financially responsible for my own physical condition and well being during the retreat and will follow the safety precautions and instructions prescribed by Katy Flatau, Mindful-U, LLC and any hired operators.

I understand that if I am pregnant, I will take necessary steps to ensure my doctor and health care providers know I am participating in this Retreat. I assert that I am of fit health to participate in the Retreat and will alert all Teachers whose sessions I participate in that I am pregnant.

In consideration of being permitted to participate in the Retreat, I agree to assume full responsibility for any risks, injuries or damages, known or unknown, which I might incur as a result of participating in the retreat, including any and all travel or activities done with the Retreat group, or as an individual.

In further consideration of being permitted to participate in the Retreat, I knowingly, voluntarily and expressly waive any claim I may have against Mindful-U, LLC or Katy Flatau and its staff for injury or damages that I may sustain as a result of participating in the retreat. I, my heirs and legal representatives forever release, waive, discharge and covenant not to sue Mindful-U, LLC, Katy Flatau or its staff for any injury or death caused by their negligence or other acts.

I understand that the AGREEMENT OF RELEASE AND WAIVER OF LIABILITY applies whether or not such injury, damage or loss is in any way connected with participation in any activities offered by Katy Flatau and Mindful-U, LLC and whether such injuries result from my own negligent acts or from the acts of other participants. I also understand these terms are contractual and not a mere recital.

The full amount paid herewith and such registrations fees as well as any additional fees incurred during the Retreat are NON-REFUNDABLE.

PUBLICATION RELEASE: Representatives of the Retreat Organizers may be photographing the Retreat. Mindful-U, LLC reserves the right to publish any such photographs without obtaining further consent from any participant. Each participant releases The Retreat Organizers and its representatives from any liability in connection with any such use of such photographs.

I have read carefully and understand this agreement with Mindful-U, LLC and/or its affiliated organizations, and sign it of my own free will.

Client Signature

Date

Retreat Guidelines

I agree to be on time for retreat activities, excursions and workshops.

I acknowledge that if I am more than 10 minutes late, that I may not be able to participate in that workshop, activity or excursion. If I am going to be delayed, I will let Katy know at 612-232-7171 in advance.

I agree to refrain from the consumption of any drugs or alcohol before or during any retreat workshop sessions.

I agree to treat all areas of the retreat center, accommodations, rental vehicle and any other property or facilities associated with the retreat with respect and courtesy. I will keep common areas, including bathrooms, hallways and entryways clean.

I acknowledge that I am personally and financially responsible for any damage I cause to the retreat center, my accommodations, the rental vehicle or any other property during the retreat.

I agree to treat all employees, clients, participants at workshops or any other persons affiliated with Katy Flatau and Mindful-U, LLC with courtesy and respect.

I acknowledge that coaching can be an emotional process and it's important that this space(s) be one(s) of trust and safety.

I acknowledge that Katy Flatau and Mindful-U, LLC are not responsible for the loss or theft of items or valuables left unattended during the retreat, excursions or workshops.

I agree that all materials, worksheets or systems used during the coaching process are proprietary to Katy Flatau and/or Mindful-U, LLC and I will not share, distribute, teach or post these materials in any form (including anywhere on the internet). If someone is interested in using these materials, I will have them contact Mindful-U, LLC directly at expand@mindful-u.com.

I have read the statements above and I understand and agree with the points contained therein:

Client Name

Date