

# Liability Waiver

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## TERMS OF SERVICE

It is your responsibility to fully understand the terms and conditions for the retreat. Please read carefully what is and is not included in your retreat package and view all encompassing on the website. Should you have questions regarding the terms and conditions, we are available for consultation and would be happy to clarify any areas in advance of signing a contract with us.

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## ACKNOWLEDGEMENT

1. **Assumption of Risk.** I acknowledge that I have voluntarily enrolled to participate in this retreat. In consideration of The Host allowing me to participate, I agree to this release of claims, waiver of liability and assumption of risks. On behalf of myself, my heirs, executors, successors, administrators and any other person who may have an interest at common law or by operation of statute, I hereby waive any and all claims I or such parties may have now or in the future. I release from liability The Host and any teachers, employees, guides, agents or representatives ("the releasees") for any personal injury, death, property damage or loss or any nature suffered by me as a result of participation in any activity on the retreat. I release from liability The Host for any cause whatsoever including those arising out of, or in any way connected to or occasioned by the negligence of the releasees.
2. **Physical training release of liability. Express assumption of risk.** I, the undersigned, am aware that there are significant risks involved in physical training, including but not limited to, the physical training inherent to all yoga and calisthenics exercise activities, and that my participation in any such physical training program carries with it the potential for death, injury, and/or property damage. The risks include, but are not limited to, falls which can result in

serious injury or death; injury or death, injury or death due to improper use or failure of equipment; strains and sprains; those risks caused by terrain, facilities, temperature, weather, condition of athletes, equipment, vehicular traffic, actions of other people including, but not limited to, participants, volunteers, spectators, coaches, and trainers and lack of hydration. These risks are not only inherent to physical training and athletics, but are also present for volunteers and spectators. I am aware that any of these above mentioned risks may result in serious injury or death to myself and or my partner(s). I willingly assume full responsibility for the risks that I am exposing myself to and accept full responsibility for any injury or death that may result from participating, volunteering or watching in any physical training, including this yoga program. I realize that liability may arise from dangerous or defective equipment or property owned, maintained or controlled by them or because of their possible liability without fault. I acknowledge that I have no physical impairments, injuries, or illnesses that will endanger me or others.

I acknowledge that I am willingly participating in these activities and that I have assumed all risks as described above. In consideration for my being allowed to participate in the activities offered, I, the undersigned hereby release The Host, their principals, teachers, agents, employees, and volunteers from any and all liability, claims, demands, actions or rights of action, which are related to, arise out of, or are in any way connected with my participation in

this activity, unless caused by the gross negligence or intentional wrongful act of Instructor. This agreement shall be binding upon me, my successors, representatives, heirs, executors, assigns, or transferees. If any portion of this agreement is held invalid, I agree that the remainder of the agreement shall remain in full legal force and effect.

**Indemnification:** The participant recognizes that there is risk involved in the types of activities offered. Therefore the participant accepts financial responsibility for any injury that the participant may cause either to him/herself or to any other participant due to his/her negligence. Should the above mentioned parties, or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to reimburse them for such fees and costs. I further agree to indemnify and hold harmless The Host and the hosting organization, their principals, agents, employees, and volunteers from liability for the injury or death of any person(s) and damage to property. This includes but is not limited to parks, recreational areas, playgrounds, areas adjacent to the main building, and/or any area selected for training.

**3. Media: permission for capture and use.**

Media is defined as photography, video, written or verbal testimonial, or any other form of capturing likeness. For valuable consideration received, I grant to The Host the absolute and irrevocable right and unrestricted permission concerning any captured media that she/he has taken or may take of me or in which I may be included with others, to use, reuse, publish, and republish in whole or in part, individually or in connection with other material, in any and all publishing platforms now or hereafter known, including the Internet, and for any purpose whatsoever, specifically including illustration, promotion, art, editorial, advertising, and trade, without restriction as to alteration; and to use my name in connection with any use if she/he so chooses. I release and discharge The Host from any and all claims and demands that may arise out of or in connection with the use of the media, including without limitation any and all claims for

libel or violation of any right of publicity or privacy. This authorization and release shall also insure to the benefit of the heirs, legal representatives, licensees, and assigns of Photographer, Videographer, Interviewer, Editor, as well as the person(s) for whom he/she captured the media. I am a legally competent adult and have the right to contract in my own name. I have read this document and fully understand its contents. This release shall be binding upon me and my heirs, legal representatives, and assigns.

**4. Waiver release and waiver of liability.** I hereby agree that I, my assignees, heirs, distributees, guardians, and legal representatives will not make a claim against, sue or attach the property of The Host, their affiliates, teachers, employees, agents or volunteers or any of their affiliated organizations for injury or damage resulting from acts, howsoever caused, by any employee, agent, or contractor, or any of their affiliated organizations, as a result of my participation in The Host's retreats. I hereby release The Host, and any of their agents or affiliated organizations from all actions, claims or demands that I, my assigns, heirs, distributees, guardians, and legal representatives now have or may hereafter have for injury, damage, or death resulting from my participation in The Host's retreats.

I am medically, physically, emotionally and in all respects fit and able to participate in The Host's retreats.

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 The Host.

I acknowledge that The Host 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 The Host is not licensed medical provider and that I must consult my doctor.

If I experience pain or discomfort during the retreat, I will modify The Host's instruction to suit my individual needs. I will not hold The Host responsible for any pain or discomfort I

experience during or after the retreat. I understand that the activities offered on this retreat are not a substitute for medical care. I understand that The Host is not qualified to perform spinal or skeletal adjustments, diagnose, prescribe, or treat physical or mental illness. By agreeing to the terms outlined here and elsewhere on the The Host's website I hereby release and discharge my rights and claims for damages or liabilities that may occur as a result of participation on a The Host's

retreat. This Agreement shall be governed by and construed in accordance with the laws of the kingdom of Belgium without regard to its conflict of laws rules.

5. **Personal Property.** Participant acknowledges and agrees that he/she is responsible for his/her equipment and all personal property during the Retreat and that the Host is not responsible in any way for such property whether it is lost, stolen or damaged.