**LIABILITY WAIVER AND RELEASE FORM**

I, the undersigned, am aware that there are significant risks involved in all aspects of [SUBJECT MATTER], including but not limited to, death, injury, property damage. I am aware that the activities I am undertaking may result in serious injury or death and that [COMPANY] (the “Company”) cannot completely ensure the safety of all participants in such activities. I also understand that the Company may be unaware of my personal health and if I do not disclose something to the Company that is relevant, then it may result in harm to me or others. I understand that I should not participate in such activities without first obtaining the consent of a medical doctor, and I willingly assume full responsibility for obtaining such consent.

In short, 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 in the activities.

**I acknowledge and represent that I am in good physical health and condition, and have no physical impairments, injuries, or illnesses that will endanger me or others. Any medical conditions I do have, will be brought to the attention of the Company at this point and may require my doctor to provide a letter stating I am cleared to join the retreat.**

**Release:** In light of the fact that I am willingly and voluntarily participating in the activities offered and/or organized by the Company, To the fullest extent such release is allowed and enforceable under applicable law, hereby release the Company, its principals, agents, employees, partners, contractors, and affiliates (collectively, the “Company Parties”) 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 the activities, including those allegedly attributed to the negligent acts or omissions of the above mentioned parties.

If I am signing on behalf of a minor child, I represent and warrant that I am the parent or legal guardian of the child, and I agree to indemnify and hold harmless the Company Parties from any liability or claim relating to or arising from the falsity of the foregoing representation or breach of foregoing warranty. I also give full permission for any person connected with the Company to administer first aid deemed necessary, and in case of serious illness or injury; I give permission to call for medical and/or surgical care for the child; and to transport the child to a medical facility deemed necessary for the well-being of the child, all related expenses to be paid for by me.

**Indemnification:** I accept financial responsibility for any injury that I may cause either to myself or to any other participant. 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 Company Parties from liability for the injury or death of any person and/or damage to property that may result from any of my acts or omissions while on the retreat.

**[Media & Marketing Release:** I hereby grant the Company the irrevocable and unrestricted right and permission to use my likeness in a photograph, video, or other digital media (collectively, the “Photos”) in any and all of its publications, including web-based publications, without payment or other consideration. I understand and agree that all photos will become the property of The Company and will not be returned. I hereby irrevocably authorize the Company and its agents and employees to take, edit, alter, copy, exhibit, publish, or otherwise reproduce any Photos taken of me, or members of my family, for the purpose of publication, promotion, illustration, advertising, trade, or any other legal purpose in any manner or in any medium. In addition, I waive any right to inspect or approve Photos wherein my likeness appears.

I hereby: (i) hold harmless and release the Company Parties for all claims and liability relating to Photos; (ii) waive my right to any compensation of any kind related to use of the Photos; and (iii) certify that I am the legal guardian of the family members under the age of 18 who will participate in the activity or that I have the explicit permission of their legal guardian to enter this agreement.]

**Arbitration & Governing Law:** The laws of the State of [STATE] shall govern this agreement (without reference to its principles of conflicts of law), and venue for any court proceeding shall be in the state or federal courts of [COUNTY], [STATE].

**I have read and understood the foregoing Liability and Release Form and I understand that by signing I am obligated to indemnify the parties named for any liability for injury or death of any person and damage to property caused by any of my acts or omissions.**

**I understand that by signing this form I am waiving valuable legal rights.**

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Signature Date

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Name

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Address

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City, State, Zip