

## WAIVER OF LIABILITY, RELEASE AGREEMENT, & PARTICIPANT AGREEMENTS

### Ocho Rios, Jamaica Yoga Retreat

February 4-11, 2023

**Instructions: Read and initial each item. Sign, date, and return.**

In consideration of my participation in this Retreat and associated activities and the services of Lucy Pirner/ Red Twig Yoga & Gardens, LLC, Tracey Mortensen/Inspiring Actions Yoga Studio and Wellness Center, LLC and their agents, owners, volunteers, participants, and all other persons or entities acting in any capacity on its behalf (collectively referred to as "RTY" an IA"), I, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate (collectively referred to as "I"), hereby agree to release and discharge RTY and IA as follows:

\_\_\_\_\_ **1. Waiver of Liability and Release.** I hereby release and forever discharge RTY and IA from any and all liability, claims, and causes in action, which arise or may hereafter arise or are in any way connected to my involvement in the Retreat. I understand that this Agreement discharges RTY and IA from any liability or claim that I may have against RTY and IA with respect to any bodily injury, personal injury, illness, death, or property damage that may result from my involvement in the Retreat, whether caused by the negligence of RTY and IA, or otherwise. I also understand that RTY and IA does not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to medical, health, or disability insurance in the event of injury or illness. I understand and acknowledge that the activities in which I will voluntarily engage at the Retreat bear certain known inherent risks and that RTY and IA cannot eliminate, alter, or control these inherent risks. These risks include those inherent in yoga activities, such as walking on uneven surfaces; and the risks inherent in planned Retreat activities, such as, engaging in water sports, participating in jungle excursion or other excursions I choose to take.

\_\_\_\_\_ **2. Indemnification and Hold Harmless.** I hereby agree to indemnify and hold harmless RTY and IA from any liability, claims, and causes in action, which are in any way connected to my involvement in the Retreat, or use of RTY and IA facilities or equipment, including any such claims which allege negligent acts or omissions of RTY and IA.

\_\_\_\_\_ **3. Medical Care.** I hereby release and forever discharge RTY and IA from any liability, claims, and causes in action that arise or may hereafter arise on account of any first aid, treatment, or service rendered or not rendered in connection with my involvement in the Retreat.

- (a) It is my responsibility to let RTY and IA know if I have any injuries and to be mindful at all times of my body's capability during the retreat.
- (b) It is my responsibility to consult a doctor who understands yoga to check that I am sufficiently fit to participate in Retreat activities.
- (c) I will advise RTY and IA of any mental or physical health conditions and dietary requirements.
- (d) I understand that it is my responsibility to check if my medical insurance covers medical care in a foreign country.

### PARTICIPANT AGREEMENTS

\_\_\_\_\_ **4. Travel Insurance.** I understand that travel insurance is highly recommended due to the non-refundable nature of registration and flights. If I choose not to obtain travel insurance and have to cancel for any reason, I understand and agree to the Registration, Payment and Refund agreement below.

### \_\_\_\_\_ **5. Registration, Payment, and Refunds**

Early bird until November 1, 2022

\$2295 per person Double Occupancy if paid by check

\$3708 per person Single Occupancy if paid by check

Registration after November 1, 2022

\$2795 per person Double Occupancy if paid by check

\$4208 per person Single Occupancy if paid by check

\*Credit card payments are an additional 3% fee or \$10 for ACH

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\_\_\_\_\_ I understand that the \$500/\$1000 nonrefundable deposit is due upon registration and the total cost must be paid in full by November 1, 2022 to receive the early bird discount. After that, the regular rates will apply.

\_\_\_\_\_ I understand if I have not paid my balance by November 1, 2022, I will be expected to pay the normal rate. If I do not pay my final balance, I understand my spot will be made available to other participants and my \$500/\$1000 deposit will not be refunded.

\_\_\_\_\_ I understand that if I chose to register without a roommate, but intend to find a roommate, that I can register with a \$1000 non-refundable deposit that holds two spots. I understand it is up to me to find a roommate. If I don't, I understand that I will be responsible for the full cost of a double room (\$4590) that will be paid in full by November 1, 2022 to receive the early bird discount. After that the regular rates will apply.

\_\_\_\_\_ I understand that my registration is only refundable (minus the deposit) if my spot is filled. If it is not filled, no refund is given.

\_\_\_\_\_ **6. Roommate Selection.** I understand that RTY and IA are not responsible for the choice or compatibility of my roommate, or my roommate's behavior. I have had a conversation with my roommate about any concerns I may have, or potential problems in sharing a room and/or bed, including, but limited to: snoring (use of CPAP), noise, cleanliness, nudity, sleep/wake schedule, vaccination status, etc.

\_\_\_\_\_ **7. Travel Arrangements** I understand that all travel arrangements to get to Jamaica are at my own cost. I understand RTY and IA are not liable for any consequences arising from delays or cancellations caused by any of the companies that I make arrangements with, or for any irregularities in my documentation required for travel. Transportation to/from the retreat from MBJ are arranged by RTY and IA.

\_\_\_\_\_ **8. Cancellation or Changes by RTY or IA.** I understand that all efforts will be made not to cancel the Retreat. In the unlikely event the retreat is cancelled, registration and half of the nonrefundable deposit (\$250/\$500) will be returned to me. I understand that occasionally, changes must be made (e.g., yoga teacher, retreat schedule, excursions or other arrangements). If a significant change becomes necessary, I will be informed as soon as reasonably possible if there is time before my departure.

\_\_\_\_\_ **9. Roles.** I understand that the services provided on this retreat by Lucy Pirner are in the capacity of a yoga teacher and do not constitute psychological counseling nor are they a substitute for psychological counseling. Participants are encouraged to direct their behavioral health inquiries to a behavioral health professional outside of the activities of this retreat.

\_\_\_\_\_ **10. Complaints.** I understand and agree that if I have any problem during the Retreat, I will inform the leaders so they can address and resolve it. Please note that RTY and IA cannot be responsible for the individual behavior of any group member or other guest sharing your accommodation. Retreat participants are encouraged to use the "Four Gates of Speech" in considering complaints: Is it sure? Is it necessary? Is it timely? Is it kind?

\_\_\_\_\_ **11. Photography.** I understand that pictures will be taken on this retreat and may be posted on social media and used in promotional material.

I am of full legal age and have read and fully understand the terms of this release.

**Participant's Full Legal Name:** \_\_\_\_\_

**Participant Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_