

## **FULL, UNCONDITIONAL WAIVER AND RELEASE**

Costa Rica Yoga Retreat - February 1-7, 2027

Led by Jessie Lipkowitz and Chloe Hypes

I, the undersigned participant ("Participant"), execute this Full, Unconditional Waiver and Release ("Waiver and Release") to aUM Yoga, LLC, Jessie Lipkowitz, and Chloe Hypes (collectively, the "Released Parties") in connection with my participation in the Costa Rica Yoga Retreat occurring February 1 through February 7, 2027 (the "Retreat").

I hereby voluntarily assume full responsibility for any and all risks of loss, including but not limited to personal injury, illness (including communicable diseases such as COVID-19), disability, death, or damage to personal property, whether foreseeable or unforeseeable, arising from or in any way related to my participation in the Retreat and all associated activities ("Related Activities"). Related Activities include, but are not limited to: travel to and from the Retreat destination; transportation during the Retreat; accommodations and lodging; recreational activities, excursions, side trips, yoga, aerial yoga, meditation, coaching, wellness programming; and all events and interactions from the time I leave my home to attend the Retreat until I return home.

I acknowledge and understand that the Retreat involves inherent risks, including but not limited to: (a) injuries related to yoga, aerial yoga, movement, or meditation practices; (b) illness or injury caused by other participants, vendors, guides, or third parties; (c) dangers associated with international travel, including exposure to communicable diseases, local crime, political unrest, natural disasters, or limited medical care; and (d) accidents during excursions, recreational activities, or transportation.

I agree to comply with all local laws, regulations, and customs of Costa Rica and understand that failure to do so is solely my responsibility. I acknowledge that certain activities or services during the Retreat may be provided by independent third-party vendors or contractors. I understand and agree that the Released Parties are not responsible or liable for any acts, omissions, or negligence of such third parties, even if arranged or recommended by the Released Parties.

In consideration for being allowed to participate, I voluntarily and knowingly forever release, waive, discharge, and covenant not to sue the Released Parties, their employees, agents, officers, contractors, affiliates, insurers, heirs, and successors from any and all claims or liability, including attorney fees, property damage, bodily injury, emotional distress, disability, or death, whether caused by ordinary negligence or otherwise. Nothing in this Waiver and Release shall be construed to release any claims arising from the gross negligence or intentional misconduct of the Released Parties.

I agree to indemnify and hold harmless the Released Parties from any and all liabilities, losses, claims, damages, or expenses arising from my participation.

I represent and warrant that:

- I am over 18 years of age.
- I am physically, emotionally, and mentally fit to participate.
- I have consulted with a healthcare provider regarding my participation and have obtained clearance.
- I understand the Released Parties are not responsible for my security, travel planning, medical needs, or emergency response.
- I agree to obtain and maintain adequate travel insurance (including medical evacuation and trip cancellation coverage) and to provide proof of such insurance upon request by the Released Parties.

I authorize the Released Parties to secure or provide emergency medical treatment deemed necessary for my health and safety, and I agree to be responsible for any resulting costs.

I grant the Released Parties permission to photograph, film, or record me during the Retreat and to use such images or recordings for promotional, commercial, or informational purposes in any media now known or hereafter developed, without compensation to me.

I agree to conduct myself in a respectful and considerate manner toward other participants, staff, and local community members. I also agree to maintain confidentiality regarding personal information shared by other participants during the Retreat.

Force Majeure: The Released Parties shall not be liable for any delay, cancellation, or change in the Retreat or any Related Activities due to acts of God, war, terrorism, pandemics, civil disturbances, governmental orders or restrictions, or any other events beyond their reasonable control ("Force Majeure"). In such cases, no refunds or compensation shall be provided.

I understand and agree that all payments made toward the Retreat are 100% non-refundable and non-transferable. There will be no exceptions to this policy.

Limitation of Liability: The Released Parties shall not be liable for any indirect, incidental, consequential, or punitive damages. Any and all claims must be filed within 180 days of the incident giving rise to the claim, or such claim will be permanently barred.

Jurisdiction and Venue: Any legal action shall be brought exclusively in the state courts located in Washtenaw County, Michigan, USA, and governed by Michigan law. I waive any objections based on jurisdiction or venue.

Severability and Entire Agreement: If any provision of this Waiver and Release is held invalid or unenforceable, the remaining provisions shall remain in full force and effect. This Waiver and Release constitutes the entire agreement between the parties and supersedes any prior or contemporaneous oral or written agreements or representations. I acknowledge that I have not relied upon any representations, promises, or statements not expressly set forth in this Waiver and Release.

I HAVE READ THIS WAIVER AND RELEASE FULLY AND VOLUNTARILY. I UNDERSTAND ITS TERMS AND HAVE BEEN ADVISED TO SEEK INDEPENDENT LEGAL COUNSEL. I SIGN THIS AGREEMENT FREELY AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF LIABILITY TO THE FULLEST EXTENT PERMITTED BY LAW.

Participant Full Legal Name: \_\_\_\_\_

Participant Address: \_\_\_\_\_

Participant DOB: \_\_\_\_\_

Participant Birthday: \_\_\_\_\_

Participant Email: \_\_\_\_\_

Participant Telephone Number: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_