

I, the undersigned (listed as the "Participant"), execute this Full, Unconditional Waiver and Release (the "Waiver and Release") to aUM Yoga, LLC, Jessie Lipkowitz, and Casey Day in connection with my participation in the Yoga Retreat that is to occur in Costa Rica, on _____ (date) through _____ (date) (the "Retreat").

I hereby voluntarily assume full liability for any risks of loss and any loss sustained to my property or to my person, including, but not limited to, pain and suffering, death, illness, injury, sickness, disability, or, whether foreseeable, or unforeseeable in connection with and/or arising out of my participation in the Retreat, and any and all Related Activities. "Related activities" shall mean any and all matters and activities related directly or indirectly to the Retreat, including, but not limited to, travel to the Retreat destination, hotel and lodging at the destination, recreational activities, excursions, side trips, and any and every other activity which takes place between the time I leave my home to attend the Retreat (and all Related Activities") and return to my home.

I am fully aware, know, understand, and accept that there are many risks of injury, damage, or harm inherent in my participation in the Retreat and the Related Activities, and that it is not possible to specifically list each and every individual risk. These risks include but are not limited to: (a) risks, dangers and hazards inherent in engaging in Aerial Yoga, Yoga, and/or Meditation; (b) risks and dangers caused by the negligence or willful acts of the owners, employees, officers or agents of the hotel, Retreat Facility, or any guides (whether or not affiliated with AUM YOGA LLC, Jessie Lipkowitz, Chloe Hypes), or by other participants; (c) risks inherent in traveling to a foreign country - e.g., war, terrorist attacks, communicable disease, muggings; and (d) natural dangers, such as tornadoes, earthquakes, hurricanes, and/or any other natural disasters. I hereby expressly assume any and all risks attendant to the Retreat and all Related Activities.

In exchange for the opportunity to participate in and attend the Retreat and all Related Activities, I hereby voluntarily and knowingly, forever release, waive, discharge and covenant not to sue aUM Yoga, LLC, Jessie Lipkowitz and Casey Day, or any person or entity associated with the Released Parties, including each of their officers, directors, members, agents, employees, independent contractors, insurance carriers, family members, successors, heirs and assigns (hereafter collectively the "Released Parties") from any and all liability, claims, demands, actions and damage, to person or property, including death, that may be sustained by me, while participating in the Retreat and/or any Related Activity. I further hereby agree to indemnify, hold harmless, and make whole the Released Parties of and from any loss, liability, damage or cost, including costs and attorney's fees, that may be incurred due to my participation in the Retreat and/or Related Activities, whether caused by negligence of any of the Released Parties or otherwise. It is my express intent that this Waiver and Release shall bind the members of my family, if I am alive, and my attorneys, heirs, assigns and personal representative, if I am deceased or disabled, and shall be deemed as a release, waiver, discharge and covenant not to sue the above named Released Parties.

I have had a full opportunity to ask any and all questions I may have and to otherwise obtain any and all information regarding the Retreat and the Related Activities to my full and complete satisfaction. I subjectively and objectively understand the risks of my participation in the Retreat and the Related Activities, and knowing and appreciating these risks, I voluntarily choose to participate, assuming all risks due to my participation. I warrant to the Released Parties that I have no physical, emotional, or psychological condition which would keep me from participating in and enjoying the benefits of the Retreat or the Related Activities or which would cause me injuries or harm, and that I have consulted with my medical doctor/advisor regarding my participation in the Retreat and Related Activities and have obtained his/her clearance to do so. I acknowledge and agree that the Released Parties are not responsible for providing any security while on the Retreat or during any of the Related Activities, and that I have conducted satisfactory due diligence into the country where the Retreat is held, and any lodging or hotel facilities there.

WITHOUT LIMITING THE FOREGOING, THE RELEASED PARTIES SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, WHETHER

BASED IN CONTRACT, ACTUAL DAMAGES (INCLUDING BUT NOT LIMITED TO PERSONAL BODILY INJURY , PROPERTY DAMAGE OR LOSS AND/OR ANY TRAVEL AND/OR LODGING RELATED COSTS), TORT OR ANY OTHER THEORY ARISING FROM OR RELATING TO ANY INJURIES SUFFERED WHILE ON THE RETREAT OR DURING THE RELATED ACTIVITIES. THE RELEASED PARTIES WILL NOT BE LIABLE TO THE PARTICIPANT OR HIS OR HER HEIRS OR BENEFICIARIES FOR ANY AMOUNT.

I intend that if any term or provision of this Waiver and Release shall be held illegal, unenforceable, or in conflict with any law, the validity of the remaining portions shall not be affected thereby. The sole venue for any dispute regarding the Retreat or any Related Activities or with respect to this Waiver and Release, shall be in the state courts located in the County of Washtenaw, State of Michigan, USA. I hereby consent to and waive any objection or defense to such venue, including based on lack of personal jurisdiction, improper venue, forum nonconveniens or otherwise. Michigan law shall apply to all such disputes and I agree that I must file any claim against the Released Parties no later than 180 days after the incident giving rise to the claim and my failure to do so will bar my claim(s), regardless of any statutes of limitation periods that may be greater than 180 days.

I AM OVER 18 YEARS OF AGE, HAVE BEEN GIVEN A FULL OPPORTUNITY TO READ THIS WAIVER AND RELEASE AND HAVE BEEN ADVISED TO HAVE AN ATTORNEY REVIEW THE SAME BEFORE EXECUTING THE SAME AND BY SIGNING, I AGREE TO EACH AND EVERY ONE OF ITS TERMS AND THAT IT IS MY INTENTION TO WAIVE AND RELEASE THE RELEASED PARTIES FULLY , FINALLY AND FOREVER. I ACKNOWLEDGE THAT THIS RELEASE EXTENDS TO PERSONAL INJURY , PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE. I ACKNOWLEDGE THAT NO PART OF THE RETREAT PAYMENT IS REFUNDABLE OR TRANSFERABLE. THERE WILL BE NO EXCEPTIONS TO THIS POLICY .

Participant Full Legal Name:

Signature:

Date:
