

Dear FUNtasticretreat Participant,

FUNtasticretreats LLC is proud to create these yoga retreats for your enjoyment. This has been created for you to connect with yourself through movement, breath, and activities for personal growth and adventure. Our primary goal is to provide you with an opportunity to go deep into your experience, to explore and come back refreshed and relaxed. It is our goal to offer these activities as freely as possible and with the greatest possible access to them.

However, these yoga retreats in another country involve risks and uncertainties during our time. For example, we may face extreme weather, possible injury, and emotional challenges could surface. Thus, we ask that you read and sign this waiver of liability.

By signing it, you will be indicating that you understand the risks and take responsibility for your physical and emotional well-being. We hope that if anything that should come up for you during your stay that you are able to reach out for help if you need something. We have found from past retreats that most accidents and other challenges can be avoided if you stay grounded in your body and seek assistance before something becomes a problem.

Legal Liability Yoga Retreat Waiver

Printed Name: _____

Street: _____

City: _____

State: _____ Zip: _____

Phone: _____

E-Mail: _____

ASSUMPTION OF RISK

I acknowledge that I have voluntarily applied to participate in FUNtasticretreats LLC Yoga Retreat, referred to below as "this event".

In consideration of FUNtasticretreats LLC accepting my application for participation in this event, 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 FUNtasticretreats LLC and any assistants, and any 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 FUNtasticretreats LLC for any cause whatsoever including those arising out of, or in any way connected to or occasioned by the negligence of the releasees.

1. The terrain, natural areas and the ocean are subject to natural forces which result in obstacles and hazards. In some instances activities that contain water can be cold and/or turbulent and extended immersion can be life threatening.
2. Isolation: This retreat is in a third world country. We may be in wilderness and natural areas which may not be regularly patrolled, communication may be difficult and rescue and medical treatment may not be available for hours or even days.
3. Animals: Horseback riding, hiking, swimming and sea kayaking, surfing, fishing, paddle boarding, zip-lining, boating, jet-skiing in natural areas may result in encounters with wild animals and insects which may injure or kill.
4. Weather: Weather may change rapidly and may be extreme, presenting significant challenges.

_____ (initial)

I acknowledge the enjoyment and challenge I receive from the activities of this retreat and the wilderness and natural outdoor experience, its isolation and the opportunity to experience wildlife and nature in a natural surrounding and state, and emotional experiences resulting from personal growth exploration, this is my reason for participating in this event, and I voluntarily assume all risks associated with these activities and freely waive any and all legal rights that I may have against the releasees.

_____ (initial)

RELEASE

As consideration for being permitted by FUNtasticretreats LLC to participate in these activities, 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 FUNtasticretreats LLC their affiliates, employees, agents or volunteers or any of their affiliated organizations for injury or damage resulting from acts, however caused, by any employee, agent, or contractor, or any of their affiliated organizations, as a result of my participation in this yoga retreat.

I hereby release FUNtasticretreats LLC 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 this event.

_____ (initial)

I am medically, physically, emotionally and in all respects fit and able to participate in this event. I have been examined by a licensed physician within the last six months and have been found by such physician to be in good physical health and fully able to perform all yoga exercises which I'm to learn and perform during my enrollment with FUNtasticretreats LLC.

I will faithfully follow all instructions given me by them and as to when, where and how to perform and not to perform yoga poses, it being understood that any deviation by me from such instructions shall be at my own risk. I will not hold FUNtasticretreats LLC responsible for any injuries suffered by me caused in whole or in part by my failure to faithfully follow instructions or by any physical impairment of mine not fully disclosed to them in writing.

I understand and acknowledge that I'm to receive instructions in Yoga, Pilates, Breathing & Meditation theory and exercises only, and I will not hold FUNtasticretreats LLC to any higher standard of care than that applicable to Yoga, Pilates, Breathing & Meditation theory and exercises.

In consideration of being permitted to participate in this Yoga/Meditation retreat I agree to assume full responsibility for any risks, injuries or damages, known or unknown, which I might incur as a result of participating in the program.

I hereby agree to irrevocably release and waive any claims that I have now or hereafter may have against FUNtasticretreats LLC I, my heirs or legal representatives, forever release, waive, discharge and covenant negligence or other acts.

The full amount paid herewith and such registrations fees are NON-REFUNDABLE.

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 FUNtasticretreats LLC and any hired operators.

I acknowledge that FUNtasticretreats LLC 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 FUNtasticretreats LLC are not licensed medical provider and that I must consult my doctor.

If I experience pain or discomfort during the retreat, I will notify FUNtasticretreats LLC instruction to suit my individual needs. I will not hold FUNtasticretreats LLC 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 FUNtasticretreats LLC are not qualified to perform spinal or skeletal adjustments, diagnose, prescribe, or treat physical or mental illness.

I hereby authorize FUNtasticretreats LLC to publish photographs taken of me on during the retreat and my name and likeness for use in FUNtasticretreats LLC print, online and video-based marketing materials, as well as other Company publications. I hereby release and hold harmless FUNtasticretreats LLC from any reasonable expectation of privacy or confidentiality associated with the images specified above. I further acknowledge that my participation is voluntary and that I will not receive financial compensation of any type associated with the taking or publication of these photographs or participation in company marketing materials or other Company publications. I acknowledge and agree that publication of said photos confers no rights of ownership or royalties whatsoever. I hereby release FUNtasticretreats LLC, its contractors, its employees, and any third parties involved in the creation or publication of marketing materials, from liability for any claims by me or any third party in connection with my participation.

I have read carefully and understand this agreement with FUNtasticretreats LLC and/or its affiliated organizations, and sign it of my own free will.

Signed _____ Date _____