

## Participant Agreement, Release and Assumption of Risk

In consideration of the services of Three Jewels Retreats, LLC, their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (herein after collectively referred to as Three Jewels Retreats, LLC), I hereby agree to release, indemnify, and discharge Three Jewels Retreats, LLC, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that surfing, yoga and/or travel to a foreign country entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

**The risks include, among other things:** Being hit by the board, other surfers or their boards which could result in cuts, bruises, abrasions, and concussions; hitting the bottom of the ocean; sprains, strains, broken bones, exhaustion, dehydration, sunburn; exposure to poisonous and/or carnivorous sea creatures, surf, currents, and tidal conditions; exposure to cold water resulting in hypothermia, cold shock, and accidental drowning; my own physical condition, and the physical exertion associated with this activity. Additionally, fatigue, chill and/or dizziness may diminish my/our reaction time and increase the risk of an accident.

Foreign countries have their own laws and standards of acceptable conduct; food and water related illnesses; foreign political, legal, social, transportation, health, and economic conditions; different standards of design, safety, and maintenance of buildings, public places, and conveyances; local & medical facilities and providers; weather conditions; criminal activity, environmental hazards; standards of living and health standards that are not equivalent to life in the United States.

**RESPONSIBILITY:** THREE JEWELS RETREATS LLC arranges the services and accommodations offered in connection with the Trip. THREE JEWELS RETREATS LLC does not assume responsibility for any act, omission, injury to person or property, loss, inconvenience, accident, delay, irregularity, negligence or default of any company, hotel, carrier company and/or their employees, agents or subcontractors providing any services, accommodations, or facilities in connection with the Trip. The Participant agrees that THREE JEWELS RETREATS LLC is not liable for and releases THREE JEWELS RETREATS LLC from liability for any personal injury to the Participant, property damage, property loss, accident, delay, or inconvenience to the Participant which may arise, in whole or in part, from any act or omission by any such suppliers.

2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.

3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Three Jewels Retreats, LLC from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of THREE JEWELS RETREATS, LLC's equipment or facilities, **including any such claims which allege negligent acts or omissions of THREE JEWELS RETREATS, LLC.**

4. Should THREE JEWELS RETREATS, LLC or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.

6. In the event that I file a lawsuit against THREE JEWELS RETREATS, LLC, I agree to do so solely in the state of Colorado, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining document shall remain in full force and effect.

7. If the participant leaves the Trip prior to its conclusion, refunds will not be made for the unused portion of the Trip. No refunds will be made for any excursion, meal, yoga class or workshop or other activity that the participant misses or decides not to participate in for any reason.

**The trip is subject to a minimum enrollment of eight (8) guests.** The Trip Organizer reserves the right to cancel the Trip prior to departure. If such cancellation is NOT due to circumstances beyond the Trip Organizer's control, such as war etc. as set forth below, the Trip Organizer will refund all payments, constituting full settlement with the participant. No compensation or refund will be made when cancellation arises before or during the trip from circumstances beyond our and/or our suppliers' control (force majeure) such as war, strife, civil disobedience, strikes, terrorist activity, adverse weather conditions, fire, natural disasters, etc., unless or until the Trip Organizer is able to recover any Trip-related sums. In the event of cancellation arising from circumstances beyond our control as set forth above, Trip-related sums recovered by the Trip Organizer will be distributed equitably to the participants after the Trip Organizer deducts all out-of-pocket costs and related expenses.

It is recommended that participants purchase their own trip cancellation insurance. The Trip Organizer is not responsible for expenses, including but not limited to lodging, meals, and transportation, incurred for delays and/or detainments beyond the trip itinerary as a result of circumstances beyond our and/or our suppliers' control such as war, etc. as set forth above.

8. **Medical Insurance:** Each participant is responsible for checking with their current health insurance provider and insuring that they have adequate medical coverage. Participants must carry insurance documentation while on the Trip.

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9. Release/Responsibility:

The participant, by signing this Trip Participant Agreement, agrees that the Trip Organizer and its representatives, except for their gross negligence or willful misconduct, shall not be held liable for any injury, damage, loss, delay or irregularity that may be occasioned for any reason, including, but not limited to any defect in a vehicle, the acts or default of any company or person engaged in conveying a participant, acts of God, terrorism, acts of war, or detention; delays or expenses arising from quarantine, strikes, thefts, pilferage, force majeure, civil disturbances, government restrictions or regulations, accidents by aircraft, boat, bicycle or motor vehicle, or in any restaurant or accommodation; failure of any means of transportation to arrive or depart as scheduled or changes in transit, or villa services; missed airline or other transportation connections; or for additional expenses resulting from changes in exchange rates, tariffs, or itinerary. The participant agrees to assume all risks associated with the Trip and agrees that no liability will attach to the Trip Organizer, its employees or agents, or to any member of the trip in respect of death, personal injury, illness or delay of the passenger, or for any loss of or damage to the property (including luggage) of the participant during the course of the Trip, howsoever caused. **By signing this Trip Participant Agreement, the participant releases the Trip Organizer, Three Jewels Retreats LLC and its representatives from any such responsibility or liability, except as hereinabove set forth.** The liability of common carriers is generally limited and, therefore, it is suggested that participants purchase their own cancellation, property damage (including luggage), and accident insurance.

For the benefit of everyone on your trip, the Trip Organizer reserves the right to accept or reject any Trip participant at any time without liability, and in the event it determines, in its sole and exclusive discretion, that a participant is disruptive to the harmony of the Trip, it may without any obligation to pay a refund or any other amount whatsoever, expel such participant from the Trip. The Trip Organizer will have no responsibility or liability for any participant who leaves the Trip prior to its conclusion or for any activity undertaken by any participant which is not included on the Trip itinerary.

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## 10. Physical Conditions

Our retreats are intended for persons of reasonably good health and mobility (although special arrangements may be made for certain conditions if noted in advance). Passengers who are not fit for such retreats for any reason are advised not to participate in these trips, as this entails an unacceptable risk to you, may interfere with the enjoyment of all passengers, and may even compromise the completion of the journey itself. These conditions may include, but are not limited to, physical disability, frailty or obesity which severely limits mobility and balance, unstable or severe heart or lung conditions, or mental health illness. Conditions that are considered by your family physician to be stable or controlled by treatment may not necessarily prohibit you from traveling with us. However, should any such condition become apparent, we reserve the right to decline to accept or retain you at any time during the trip.

By signing this form, I attest that I am in good general health and mobility, and I am capable of performing normal activities on this expedition. I further attest that I am capable of caring for myself during the expedition, and that I will not impede the progress of the expedition or the enjoyment of others aboard. I understand that this retreat may take me far from the nearest medical facility and that all expedition members must be self-sufficient. I am further aware that an emergency evacuation may be unavailable, expensive, or delayed. I certify that I have not been recently treated for, nor am I aware of, any medical condition, infirmity or disability (physical or mental) that would create an unreasonable risk to myself or pose a hazard to other members of the expedition.

11. I agree that this Waiver shall be governed by laws of Colorado.

12. I acknowledge that I have read this document carefully before signing it, and understand all of the provisions contained in it. I am signing this document freely and without duress, and intend it to be a document signed, sealed and delivered by me under my hand and seal. Where two individuals have signed this Waiver, it is understood that each signatory is severally providing the acknowledgements, agreements, releases, waivers and representations herein contained, such that this Waiver shall be enforceable against each of the signatories hereto.

I have read and understand the foregoing Trip Participant Agreement for: "2010 /2011Punta Mita Surf & Yoga retreat" and, by making my advance payment as set forth below, agree to the terms thereof.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against Three Jewels Retreats, LLC- on the basis of any claim from which I have released them herein. I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

Signature of Participant : \_\_\_\_\_

Print Name : \_\_\_\_\_

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

Phone : \_\_\_\_\_

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