

ASSUMPTION OF RISK, RELEASE AND WAIVER OF ALL LIABILITY

SpiritHeal Institute
The Enlightened Empath Retreat
Silver City, New Mexico
April 5 -9, 2020

This is a legal document. PLEASE READ THE ENTIRE DOCUMENT, SLOWLY AND CAREFULLY. In extremely simple terms, it says that (a) you are aware that the trip to participate in The Enlightened Empath Retreat in and around Silver City, New Mexico, involves inherent risks and dangers which could result in your sickness, injury or death, or in loss or damage to your personal belongings, (b) you agree to assume those risks and to be responsible for your own welfare and safety on the trip and (c) you (and your spouse, if you are married) are giving up your right to sue or otherwise bring a claim against the SpiritHeal Institute (the legal name for which is SpiritHeal LLC), Sarah Weiss or her assistants, in the event that any of these risks and dangers do materialize and cause you harm.

SpiritHeal LLC, also known as the SpiritHeal Institute, is an Ohio LLC whose mission is to provide a sacred atmosphere where dignity, mastery and inner wisdom are nurtured and expressed for the benefit of humanity and the planet. Any and all references in this document to "SpiritHeal" shall include SpiritHeal LLC (also known as the SpiritHeal Institute), its Director, officers, directors, staff, employees, volunteers, agents, representatives, instructors, assigns, affiliated persons and organizations or others acting on their behalf, officially or otherwise.

I, [REDACTED], plan to participate with SpiritHeal in the "The Enlightened Empath Retreat, in and around Silver City, New Mexico, including at The Bear Mountain Lodge, 60 Bear Mountain Ranch Rd, Silver City, NM 88061, from the evening of April 5, 2020, through the evening of April 9, 2020, (which retreat, along with all travel related thereto and any and all excursions or recreational activities that I may participate in during the dates of the retreat, regardless of by whom arranged, being hereinafter sometimes referred to as the "Trip".) It is understood and agreed that if I decide to arrive in Silver City, NM, prior to the start time for the Enlightened Empath Retreat or remain in Silver City, NM, after the Enlightened Empath Retreat has ended, that I am solely responsible for all of my travel, lodging, transport and other arrangements for such time(s) and that they are not part of the Enlightened Empath Retreat offered by SpiritHeal.

Assumption of Risk. I fully understand and appreciate that travel to Silver City, NM, and in and around Silver City, NM, including the remote and/or rugged areas in and around Silver City, NM, and the Gila Wilderness, NM, to be visited on this Trip, involves inherent risks and dangers and that despite precautions, accidents and injuries can occur. I understand that the activities I may undertake on the Trip may be potentially dangerous and that I may die, be injured, become ill, suffer loss or damage to personal property or suffer financial loss as a result of my

permitted under law. This document shall be subject to and interpreted according to the laws of the State of Ohio.

My signature below indicates that I have carefully read and fully understand the provisions of this Assumption of Risk, Release and Waiver of All Liability, and that I am aware that I am waiving certain legal rights. Trip Participant

Print Name: _____ Signature: _____

Date: _____ Address: _____

Witness as to Trip Participant

Print Name: _____ Signature: _____

If you have a spouse, they must fill this section out.

Spouse of Trip Participant

My signature below indicates that I have carefully read and fully understand the provisions of this Assumption of Risk, Release and Waiver of All Liability.

I, _____, in consideration of my spouse, _____, being permitted to participate in the Trip, I do hereby freely and voluntarily, without duress, to the fullest extent permitted by law, on behalf of myself, my estate, heirs, personal representatives, executors, administrators, successors and assigns, do hereby forever remise, release, discharge and hold harmless SpiritHeal from any and all liability, claims, demands, grievances and causes of action of every kind whatsoever, of whatever kind or nature, either in law or in equity, including but not limited to claims, demands and liability for any loss, damage, injury, illness, emotional trauma, loss of consortium, death, monetary loss, expense, negligence or property damage of any kind, which arise or may hereafter arise as a result of or in any way related to my said spouse’s participation in the Trip, and which I, my estate, heirs, personal representatives, executors, administrators, successors and assigns may now have or have in the future, howsoever the injury is caused, even if SpiritHeal has failed to exercise reasonable care or has engaged in any acts or omissions which under applicable law would constitute ordinary negligence or carelessness.

Print name: _____ Signature: _____

Date: _____

Witness as to Spouse of Trip Participant

Print Name: _____ Signature: _____

EMERGENCY CONTACT FORM

Name of Participant _____

Address of Participant _____

Cell Phone Number of Participant _____

E Mail Address of Participant _____

Name of Emergency Contact (please print)_____

Address of Emergency Contact _____

Home Phone of Emergency Contact_____

Work Phone of Emergency Contact_____

Cell Phone of Emergency Contact_____

Any further instructions for medical personnel? Any allergies to medications, food, or the environment?

Do you any physical restrictions/limitations that prevent you from participating in moderate hikes in the mountains?

If you are under the care of mental health professional, please indicate reason and any restrictions.