## Participant Agreement, Waiver of Liability & Release Agreement

In consideration of my participation in an 11 11 Experience Retreats, retreat and associated events and Activities (collectively referred to as "Retreat") and the services of 11 11 Experience, its agents, owners, officers, volunteers, participants, employees, sponsors, and all other persons or entities acting in any capacity on its behalf, as well as its successor and assigns (collectively referred to as "11 11"), I, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate (collectively referred to as "Participant"), hereby agree to release and discharge 11 11 as follows:

1. Waiver of Liability and Release. Participant does hereby release and forever discharge 11 11 from any and all liability, claims, and causes of action, which arise or may hereafter arise or are in any way connected to Participant's involvement in a Retreat. Participant understands that this Agreement discharges 11 11 from any liability or claim that the Participant may have against 11 11 with respect to any bodily injury, personal injury, illness, death, or property damage that may result from Participant's involvement in a Retreat, whether caused by the negligence of 11 11, or otherwise. Participant also understands that 11 11 does not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to medical, health, or disability insurance in the event of injury or illness. Participant understands and acknowledges that the Activities in which Participant will voluntarily engage in at a Retreat bear certain known inherent Risks that contribute to the unique character of these Activities, and that 11 11 cannot eliminate, alter, or control these inherent risks. These Activities include Risks, such as serious injury, illness or even death, as well as property damage, from participating in these Activities.

**2. Indemnification and Hold Harmless.** Participant hereby agrees to indemnify and hold harmless 11 11 from any liability, claims, and causes of action, which are in any way connected to Participant's involvement in a Retreat, or use of 11 11 facilities or equipment, including any such claims which allege fault, including negligent, gross negligent or intentional acts or omissions of 11 11.

**3. Medical Care.** Participant does hereby release and forever discharge 11 11 from any liability, claims, and causes in action that arise or may hereafter arise on account of any first aid, treatment, or service rendered or not rendered in connection with the Participant's involvement in a Retreat.

**4. Certification and Assumption of Risk.** Participant here-by certifies that he/she is physically fit, has trained sufficiently for participation in the Retreat and has not been advised otherwise by a qualified medical person. Participant agrees that 11 11 is not qualified to evaluate Participant or Participant's fitness for involvement in the Retreat. Participant must determine if he or she is sufficiently fit to participate. Participant hereby voluntarily expressly and specifically assumes the risk of injury, illness or harm in the Participant's involvement in the Retreat, including, but not limited to all Risks. Participant agrees that his/her involvement in the Retreat is purely voluntary, and Participant elects to participate in the Retreat in spite of the Risks.

**5. Definitions.** "Activities" include, but are not limited to the following activities which may be provided and/or sponsored by 11 11: yoga, swimming, hiking, high

altitude hiking, horseback riding, excursions, transportation in SCR or other vehicles, training, classes, instruction, traveling to and from the Retreat, and all other activities associated with the Retreat. "Risks" include, but are not limited to those known risks inherent to the Activities specifically listed below, vehicular travel and traffic, road and trail conditions, known and un- known health conditions, allergies, sudden weather changes, rain, snow, wind, hail, lightening, high altitude or motion sickness, dehydration, heat stroke, snake bite, bee and other insect stings and/or bites, wild and domestic animals, inaccessibility to immediate medical attention, falling rocks and trees, equipment failure, driver error, rider error, Participant error, food provided, facilities, actions of other people, and acts of God.

Risks inherent in yoga activities are dangers or conditions that are an integral part of yoga activities, including but not limited to minor muscle strains, muscle sprains, bruises, abrasions, post-exercise muscle soreness, joint injuries, torn muscles, heat-related illnesses, broken bones, ACL injuries, back injuries, stroke, heart attack, paralysis, death, and injury or death caused by any of the following: equipment that breaks or otherwise fails, slips and falls, lack of nutrition or hydration, negligence on the part of Participant or other people around Participant, terrain, facilities, temperature, weather, condition, equipment, actions of other people including, but not limited to, participants, volunteers, spectators, and teachers.

Risks inherent in equine activities are dangers or conditions that are an integral part of equine activities, including but not limited to injury or death caused by the propensity of a horse to behave in certain ways (such as stopping short, changing directions or speed, shifting its weight, bucking, rearing, kicking, biting or running from danger); injury or death caused by the unpredictability of a horse's reaction to such things as medication, sounds, weather, sudden movement, and unfamiliar objects, persons, or other animals; injury or death caused by hazards such as surface and subsurface ground conditions, collisions with other horses or object, or the potential of Another Participant to not maintain control over the horse, or to not act within the person's ability, equipment that breaks or otherwise fails.

Risks inherent in swimming activities are dangers or conditions that are an integral part of the swimming conditions including, but not limited to the water conditions, sudden changes in the weather, flow of the water and/or tides, wind, rain, negligence on the part of the Participant or other people around the Participant, interactions and/or bites from aquatic life, drowning, hypothermia, distance and inaccessibility to immediate medical attention, actions of other people including but not limited to the participants, volunteers or others,

Risks inherent in backcountry recreational activities are dangers or conditions that are an integral part of back- country recreational activities, including but not limited to sudden weather changes, rain, snow, wind, hail, lightning, Participant's physical condition and physical exertion for which Participant is not prepared, hypothermia, hyperthermia, high altitude and/or motion sickness, dehydration, heat stroke, snake bite, bee stings, insect bites and/or stings, wild and domestic animals, distance and inaccessibility to immediate medical attention, travel over rough terrain, falling rocks and trees.

**6. Personal Property.** Participant acknowledges and agrees that he/she is responsible for his/her equipment and all personal property during the Retreat and

that 11 11 is not responsible in any way for such property whether it is lost, stolen or damaged.

**7. Photographic Release.** Participant does hereby grants and conveys unto 11 11 all right, title and interest in any and all photographic images, video or audio recordings made by 11 11 during the Retreat, including but not limited to royalties, proceeds, or other benefits derived. Participant authorizes 11 11 to use such images, words, and likenesses for marketing, on websites, in brochures or other writings and any for any other legitimate purpose.

**8. Interpretation and Governing Law.** This document shall be construed broadly to provide a release and waiver to the maximum extent permitted under New Jersey law. If any portion of this document shall be held as invalid, it is agreed that the balance shall continue to be in full force and effect. This document shall be governed by the laws of the State of New Jersey. Venue for any legal action shall be in the state or federal courts of Burlington County or New Jersey as applicable.

## 9. Retreat Cancellations/Refunds:

If you choose to pay in full at the time of scheduling the retreat. If you cancel 150 days or more before the first day of your retreat, you will receive a refund of 50% of the cost of the retreat. If you cancel less than 150 days before the first day of the retreat the no refund will be available.

Payment plans are not eligible for refunds or transfers.

If your account has any balance after the first day of the retreat 11 11 does have the right to take you to small claims court to receive the amount owed.

11 11 does not allow the purchase of a retreat to be transferred to a different retreat. No credit will be given. If a person is unable to attend the retreat 150 days they purchased this will fall under the refund policy listed above.

All retreat sales are final for the specific date the participants purchased. Non-Refundable deposit is required to secure your spot.