

KEVYN ZELLER

WELLNESS RETREATS

CONNECT • TRANSFORM • THRIVE

Release of Liability

I _____ (print name) understand that pilates, yoga, surfing, snorkeling, sea kayaking, hiking, riding wave runners, and all other activities offered on the Kevyn Zeller Wellness Retreat 2016 include physical movements as well as an opportunity for relaxation, stress reduction and relief of muscular tension. As is the case with any physical activity, the risk of injury, even serious or disabling, is always present and cannot be entirely eliminated. If I experience any pain or discomfort, I will listen to my body, make any necessary adjustments and ask for support from the teacher.

Pilates and yoga are not substitutes for medical attention, examination, diagnosis or treatment. Pilates and yoga are not recommended and are not safe under certain medical conditions. I affirm that I alone am responsible to decide whether to practice pilates and/or yoga or participate in any other activities included on the Retreat. I hereby agree to irrevocably release and waive any claims that I have now or hereafter may have against Kevyn Zeller Pilates LLC, Kevyn Zeller Wellness Retreats, Kevyn Zeller, and all other members of the Kevyn Zeller Wellness Team.

I am fully aware and understand that the purpose of the Instructors is to share the knowledge of pilates, yoga, aromatherapy, meditation and healthy eating with their students. I further understand that the practice of pilates and yoga may at times be strenuous and requires physical exertion and movement that may involve a risk of a physical injury.

I fully understand and agree that I am responsible for judging my own physical capabilities and limitations and that it is my responsibility to determine that there is no medical reason to prevent my practice of pilates and/or yoga with the Instructors. I further understand and agree that it is my full responsibility to consult with a licensed physician to determine if any medical condition exists that would prevent my safe practice of pilates and/or yoga, or any of the other activities that I wish to participate in while on the Kevyn Zeller Wellness Retreat 2016. I agree to take full responsibility for NOT exceeding my own physical capabilities and/or limitations while practicing pilates and/or yoga with the Instructors, and I agree to take full responsibility for any injuries I may suffer during the practice of pilates, yoga and/or any other activities on the Kevyn Zeller Wellness Retreat 2016.

I agree that it is my responsibility to notify the Instructors prior to each class of any physical injury or other condition or limitation affecting my ability to practice yoga, and that I will inform the Instructors immediately if any injury does occur during class.

I understand that the practice of pilates and/or yoga may involve manual physical adjustments of my body by the Instructors. I am aware that if I do not want physical adjustments, it is my responsibility to inform the Instructors before the start of each class.

I hereby waive and release any claim whatsoever, including injury of any kind, that I may suffer at any time relating in any way with the practice of pilates and/or yoga with the Instructors, including but not limited to, its principals, partners, employees, agents, and/or representatives.

I agree that neither I, nor my heirs, assigns or legal representatives, will litigate or make any claims whatsoever against the Instructors, and/or their respective members, heirs, estates, representatives or assigns for any personal injury, property damage, loss or wrongful death, where caused by negligence or otherwise, now or in the future.

Additional RESPONSIBILITY: Including non-US and or International Programs:
Thereof:

The Instructors, and their representatives and/or assignees, act only as agents in presenting course work and making arrangements at hotels or guest houses and transportation as appropriate for the specified program. You agree that the Instructors, and/ or their agents and suppliers shall not be liable for any injury, damage, loss, accident, delay or irregularity, liability or expense to person and/or property due to any act of default of any hotel, guest house, carrier, restaurant, company or person providing or rendering any of the services included in the tours, hike and boating outings. The tickets, coupons, tariffs, rules or contracts, currency in use by such carrier, hotel, guest house, restaurant or other contractor rendering or providing such service shall constitute the sole contract between You and such provider.

Any participation in any potentially risky activities is at your sole discretion and responsibility. This includes during personal time outside of the regular scope and practice of the Instructors' programs and/or classes. Further, the Instructors and/ or their agents and suppliers accept no responsibility for any damage, delay, irregularity, regularity or liability arising from pilferage, labor disputes, machinery breakdown, quarantine, government restraints, war, weather conditions, defect in any vehicle of transportation or for any misadventure or casualty, or any other cause, nor for any additional expenses or damage due to change in advertised schedules or services or any other cause outside of their control. Any and all losses and/or expenses, will be borne by You, as retreat member.

I agree that the Instructors are specifically exempt and cannot be held liable for any airline delays or cancellations, or any other transportation or logistical arrangements of any kind, re-scheduling, inclement weather, acts of god, and/or acts of war and/or aggression by domestic or foreign powers.

The Instructors reserve the right to cancel the entire trip (or any component of the trip) for any reason and at any time. In this event, the Instructors' liability, if any, shall be limited to and liquidated by refunding to you the payments you have made to the Instructors.

The Instructors are not to be held responsible for any act, omission or event during the time you are on board your aircraft. The tickets and coupons in use by the airline when issued, shall constitute the sole contract between the airlines and you and/or the purchaser on your behalf. All tours and programs referenced herein may be sold in conjunction with the services of the airlines.

The Instructors have no special knowledge regarding the financial condition of the hotel, guest house, carrier, restaurant, company or person providing or rendering any of the services included in the tours/trip, or any unsafe conditions, health hazards, weather hazards, or climate extremes at locations to which you may travel. For information concerning possible dangers at destinations, the Instructors recommend contacting the Travel Warnings Section of the U.S. State Department at (202) 647-5225 or www.travel.state.gov. For medical information, the Instructors recommend contacting the Centers for Disease Control at (877) FYI-TRIP or www.cdc.gov/travel. You assume full and complete responsibility for checking and verifying any and all passport, visa, vaccination, or other entry requirements of your destination(s), and all conditions regarding health, safety, security, political stability, and labor or civil unrest at such destination(s). You hereby release the Instructors from all claims arising out of anything covered by this paragraph.

Any controversy or claim arising out of or relating in any way to this agreement, to any brochure advertising the Instructors' services, or any other information relating in any way to the trip, or to the trip itself, shall be settled solely and exclusively by binding arbitration in New York, New York in accordance with the rules of the American Arbitration Association then existent, and you shall be responsible for any and all costs and fees associated therewith.

I have carefully read the above release of liability and fully understand and agree to the above.

Signature

First Name

Last Name

Date