

## Liability Waiver

In consideration of my participation in a Happi Health Living, LLC, retreat and associated events and Activities (collectively referred to as "Retreat") and the services of Happi Health Living, LLC, 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 "HHL"), 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 HHL as follows:

1. Waiver of Liability and Release. Participant does hereby release and forever discharge HHL from any and all liability, claims, and causes in 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 HHL from any liability or claim that the Participant may have against HHL 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 HHL, or otherwise. Participant also understands that HHL 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 HHL cannot eliminate, alter, or control these inherent risks. These Risks include those inherent in yoga activities, equine activities, as well as those inherent in backcountry recreational activities.

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

3. Medical Care. Participant does hereby release and forever discharge HHL 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 hereby 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 HHL 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 expressly and specifically assumes the risk of injury 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 HHL: yoga, hiking, high altitude hiking, horseback riding, excursions, transportation in HHL 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 unknown health conditions, allergies, sudden weather changes, rain, snow, wind, hail, lightning,

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 or 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 backcountry recreational activities are dangers or conditions that are an integral part of backcountry 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 HHL is not responsible in any way for such property whether it is lost, stolen or damaged.

7. Photographic Release. Participant does hereby grant and convey unto HHL all right, title and interest in any and all photographic images, video or audio recordings made by HHL during the Retreat, including but not limited to royalties, proceeds, or other benefits derived. Participant authorizes HHL 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 Utah 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 Utah. Venue for any legal action shall be in the state or federal courts of Davis County or Utah as applicable. Print Participant's Full Legal

Name: \_\_\_\_\_ Participant

Signature: \_\_\_\_\_

\_\_\_\_ Participant Age: \_\_\_\_\_ Date: \_\_\_\_\_

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