



RELEASE & WAIVER AGREEMENT

Welcome!

I am so excited that you have chosen to be a participant in Imagine Living Well Transpirational Adventures! Your safety and comfort are of the utmost importance to me! As a reminder, please participate in only those activities that you are physically, mentally, emotionally, and spiritually able to do, and please notify me of any restrictions you may have regarding any of the Activities. I will do my best to accommodate them. Please read the following information carefully. By participating in Transpirational Adventures, you acknowledge that you have read, understand and agree to the following release and waiver agreement.

Voluntary Participation & Assumption of Risk.

I take full and sole responsibility for my life and well-being and all decisions made before, during and after the Event. I acknowledge that I am choosing to participate voluntarily in the activities at the Event and I recognize that these Activities, while planned with care and love, may contain certain inherent risks. I agree that I expressly assume the risks of the Event and all Activities in which I participate. I am also aware that if there is any Activity that I am not comfortable participating in, that I may voluntarily decline to participate if I wish.

I recognize there are inherent risks to participating in any activity, and I agree to forever indemnify and hold harmless Michele Acker, Imagine Living Well, LLC, and all Imagine Living Well, LLC board members, staff, contractors, volunteers or assigns for any actions, or causes or actions, seen or unforeseen, up to and including death, that could arise from my participation in this event. Further, I agree that my indemnification is binding upon all future heirs or assigns.

Rules and Warnings

I agree to observe and obey all posted and announced rules and warnings, and further agree to follow any instructions or directions given by the Facilitator, or his/her employees and agents.

Not a Substitute for Medical Advice

I understand that the information provided at or in conjunction with the Activities and Event is not intended to be a substitute for professional medical advice, diagnosis or treatment that can be provided by my own physician, therapist, licensed dietitian or nutritionist, or any other licensed or registered mental or physical health care professional. I understand that the Facilitator and his/her employees, representatives and agents are not acting in any capacity as a medical or mental health care provider and they are not giving medical or psychological advice. I understand that they are not providing health care, medical or nutrition therapy services or attempting to diagnose, treat or cure in any manner whatsoever any disease, condition or other physical or mental ailment of the human body during the course of the Event. Rather, they are serving in their capacities as Facilitators, coaches, mentors and guides to provide me with education, information, and tools to assist me in my own self-care and healthy living.

Disclosure of Allergies and Sensitivities

I understand that if I am provided with meals, snacks, or exposed to other products while at the Event, I agree to disclose to the Facilitator(s) in advance any known or suspected food sensitivities or other allergies. I agree to disclose any physical limitations that may impact my breathing or movement or any other health or mental condition that may be affected during the Event. If I suspect that I have a medical or mental health emergency, issue or concern, I agree to inform the Facilitator and his/her agents immediately.

Seek Medical Advice

I agree to seek the advice of my physician regarding any questions or concerns I have about my specific health situation, including but not limited to possible or actual pregnancy, known or suspected food sensitivities or allergies, dietary restrictions, or any medications I am currently taking. I understand that I am advised to speak with my own physician or mental health provider before implementing any Activities that I learn at the Event. I agree to not disregard or delay seeking professional medical advice or stop taking any medications without speaking to my own physician or mental health care provider.

Imminent Harm

At any time before or during the Event, should I know or fear that I may cause imminent harm to myself, other participants, the Facilitator, or any other person, I understand and agree that I am immediately obligated to let the Facilitator know, and to remove myself from the situation in a peaceful and cooperative manner; otherwise, I consent that I may be asked to not attend the Event, leave the Event, and/or have immediate physical or mental health care administered to avoid causing mental or physical harm to myself or others.

Consent to First-Aid or Emergency Treatment

I consent to the application of first-aid or other medical or mental health services to be applied if needed in connection with an emergency health problem or potentially harmful

situation during the Event, and I agree to hold the Facilitator harmless as a result of any such injury or damage I may suffer due to the application of medical or mental health services or treatment. I also agree and consent that the Facilitator may request and contact my designated Emergency Contact.

Limitation of Liability

I waive and release the Facilitator(s) from any and all liability, damages, causes of action, allegations, suits, sums of money, claims and demands whatsoever, in law or equity, which I have ever had, now have or may have in the future against the Facilitator, arising from my past or future participation in, or otherwise with respect to, anything related to and including the Activities and Event, including any transportation to, from and during the Event.

Release of Claims

In no event will the Facilitators be liable to me or to any person for any direct, indirect, special, incidental or consequential damages for any use of, non-use, or reliance on this Event or Activity, its information, programs and/or services, including, without limitation, personal injuries, accidents, misapplication of information, or any other loss, malady, disease, difficulty, injury, or otherwise, even if I am advised of the possibility of such damages, difficulties, or injuries, whether caused by the fault of myself, the Facilitator, other attendees or other third parties. I agree to pay for all damages to the facilities caused by any negligent, reckless, or willful action that I may take.

Bus Safety

I agree to follow all rules and regulations pertaining to bus safety:

- A. Buckle seat belt and keep it fastened while the bus is moving
- B. Remain in seat while the bus is moving
- C. Follow all postings of bus safety during experience

Confirmation

I have carefully read this document and by participating in any Imagine Living Well programming, I consent to all parts of it. I understand that I voluntarily surrender certain legal rights.