



ASSUMPTION OF RISK AND WAIVER OF LIABILITY

I understand that during my participation in this “Celestial Winter Celebration”, I may be exposed to a variety of hazards and risks, foreseen or unforeseen, which are inherent in each Outing and cannot be eliminated without destroying the unique character of the Outing. These inherent risks include, but are not limited to, the dangers of serious personal injury, property damage, and death (“Injuries and Damages”) from exposure to the hazards of travel and the Mindful Servant Institute (MSI) has not tried to contradict or minimize my understanding of these risks. I know that Injuries and Damages can occur by natural causes or activities of other persons, animals, trip members, trip leaders and assistants or third parties, either as a result of negligence or because of other reasons. I understand that risks of such Injuries and Damages are involved in adventure travel such as Celestial Winter Celebration and I appreciate that I may have to exercise extra care for my own person and for others around me in the face of such hazards. I further understand that on this Outing there may not be rescue or medical facilities or expertise necessary to deal with the Injuries and Damages to which I may be exposed.

In consideration for my acceptance as a participant on this Outing, and the services and amenities to be provided by the The Mindful Servant Institute in connection with the Outing, I confirm my understanding that:

I have read any rules and conditions applicable to the Outing made available to me; I will pay any costs and fees for the Outing; and I acknowledge my participation is at the discretion of the leader.

The Outing officially begins and ends at the location(s) designated by the The Mindful Servant Institute. The Outing includes carpooling, transportation, or transit to and from the Outing, and I am personally responsible for all risks associated with this travel.

If I decide to leave early and not to complete the Outing as planned, I assume all risks inherent in my decision to leave and waive all liability against the The Mindful Servant Institute arising from that decision. Likewise, if the leader has concluded the Outing, and I decide to go forward without the leader, I assume all risks inherent in my decision to go forward and waive all liability against the The Mindful Servant Institute arising from that decision.

This Agreement is intended to be as broad and inclusive as is permitted by law. If any provision or any part of any provision of this Agreement is held to be invalid or legally unenforceable for any reason, the remainder of this Agreement shall not be affected thereby and shall remain valid and fully enforceable.

I acknowledge the contagious nature of COVID-19 and that the CDC and many other public health authorities still recommend practicing social distancing and that the MSI has put in place preventative measures to reduce the spread of COVID-19. I further acknowledge that MSI cannot guarantee that I will not become infected with Covid-19. I understand that the risk of becoming exposed to and/or infected by COVID-19 may result from the actions, omissions, or negligence of myself and others, including, but not limited to, retreat staff, and other retreat participants .I voluntarily seek services provided by MSI and acknowledge that I am increasing my risk to exposure to COVID-19. I acknowledge that I must comply with all set procedures to reduce the spread while attending the retreat.

I hereby release and agree to hold MSI harmless from, and waive on behalf of myself, my heirs, and any personal representatives any and all causes of action, claims, demands, damages, costs, expenses and compensation for damage or loss to myself and/or property that may be caused by any act, or failure to act of the retreat, or that may otherwise arise in any way in connection with any services received from MSI. I understand that this release discharges MSI from any liability or claim that I, my heirs, or any personal representatives may have against the Institute with respect to any bodily injury, illness, death, medical treatment, or property damage that may arise from, or in connection to, any services received from MSI. This liability waiver and release extends to the institute together with all owners, partners, and employees.

To the fullest extent allowed by law, I agree to **WAIVE, DISCHARGE CLAIMS, AND RELEASE FROM LIABILITY**

The Mindful Servant Institute, its officers, directors, employees, agents, and leaders from **any and all liability** on account of, or in any way resulting from Injuries and Damages, even if caused by negligence of the Mindful Servant Institute its officers, directors, employees, agents, and leaders, in any way connected with this Outing. I further agree to **HOLD HARMLESS** The Mindful Servant Institute, its officers, directors, employees, agents, and leaders from any claims, damages, injuries or losses caused by my own negligence while a participant on the outing. I understand and intend that this assumption of risk and release is binding upon my heirs, executors, administrators and assigns, and includes any minors accompanying me on the Outing.

I have read this document in its entirety and I freely and voluntarily assume all risks of such Injuries and Damages and notwithstanding such risks, I agree to participate in the Outing.

Retreat Name: Celestial Winter Celebration

Outing Date(s): November 20th - November 21st