

## Release And Waiver of Liability Agreement

By registering and attending the “Higher Self Wellness Retreat” you acknowledge having read the statement below, understand its meaning and legal implications, and agree to the terms and stipulations here set forth.

In consideration of being allowed to be a willing and voluntary attendee to the “Higher Self Wellness Retreat”, I understand, acknowledge and agree to the following:

I hereby voluntarily release, discharge, waive and relinquish any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or to any property belonging to me, which I may have, or which may hereafter accrue to me, as a result of attending the retreat, regardless of whether such loss is caused by the negligence of the releasees, or otherwise and regardless of whether such liability arises in tort, contract, strict liability, or otherwise, to the fullest extent allowed by law.

I am fully aware of the risks and hazards connected with participating and I knowingly assume full responsibility for loss, death, property damage or personal injury inflicted on others, whether caused by the negligence of releasees or otherwise, to the fullest extent allowed by law. I agree to give up and make no claim against Higher Self Wellness, Namasurf Panama, Nesta Event Group, LLC or of their officers, directors, agents or employees for any injury to myself or others, death or property damage regardless of cause, including alleged negligence or fault. I agree that my signature on this waiver and release confirms absolutely my agreement to be bound by all these terms and others posted.

For myself, spouse, legal representative, agents, heirs and assigns, I do hereby release, discharge, indemnify, waive and agree to hold Higher Self Wellness, Namasurf Panama, Nesta Event Group, LLC or, any of their employees and owner(s), agents, assigns, heirs, officers from which they are employed harmless and free from any and all liability of incident, injury or damages arising out of or in connection with my attendance.

Liability shall include but not be limited to all claims, demands, losses, causes of action, suits or judgments of any kind that myself or my guardians, heirs, executors, administrators and assigns may have against Higher Self Wellness, Namasurf Panama, Nesta Event Group, LLC or, any of their employees and owner(s), agents, assigns, heirs, officers from which they are employed because of personal, physical or emotional injury, accident, illness, or death, or because of any loss of or damage to property that occurs during my performance of services that may result from any cause including but not limited to IN, any of their employees and owner(s), agents, assigns, heirs, officers from which they are employed own passive or active negligence or other acts than fraud, willful misconduct or violation of the law.

This release is intended to discharge, in advance, Higher Self Wellness, Namasurf Panama, Nesta Event Group, LLC and their officers, directors and agents, from any and all liability arising out of or connected in any way with the performance of work or services or provision of materials, even though that liability may arise out of negligence or carelessness on the part of Higher Self Wellness, Namasurf Panama, Nesta Event Group, LLC . I assume full responsibility for any unlawful or illegal activity occurring during the course of my attendance or provision of materials, including, without limitation, any use of alcohol, drugs or controlled substances.

I further agree to indemnify and hold Higher Self Wellness, Namasurf Panama, Nesta Event Group, LLC harmless from any and all claims, demands or other liabilities arising out of, or in any way connected with any material, or participation, including payment of attorney’s fees incurred by Invisible North in responding to or defending against any claim, demand, or liability asserted.

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people. "Higher Self Wellness, Namasurf Panama, Nesta Event Group, LLC "(the "Producers") cannot guarantee that you or anyone will not become infected with COVID-19. Further, attending could increase your risk of contracting COVID-19. By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I may be exposed to or infected by COVID-19 by attending the "Higher Self Wellness Retreat"" and that such exposure or infection may result in personal injury, illness, permanent disability, and death.

I understand that the risk of becoming exposed to or infected by COVID-19 at the "Higher Self Wellness Retreat" may result from the actions, omissions, or negligence of myself and others, including, but not limited to, artists, production employees, volunteers, and program participants and their families. I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I or my associates may experience or incur in connection with my attendance at "Higher Self Wellness Retreat" or participation in "Higher Self Wellness Retreat" programming ("Claims"). On my behalf, and on behalf of my associates, I hereby release, covenant not to sue, discharge, and hold harmless the Producers, its employees, agents, artists and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of the Producers, Artists, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any "Higher Self Wellness Retreat" program.

I certify that I am physically able to participate in the "Higher Self Wellness Retreat" and in any activity or performance associated with it, and have not been advised otherwise by a qualified medical professional. I certify that I have not knowingly been in contact with Covid-19 and I myself am not sick or exhibiting any symptoms of Covid-19 which includes fever, headache, chills, diarrhea, cough, shortness of breath or difficulty breathing, chills, repeated shaking with chills, muscle pain, headache, sore throat, loss of taste or smell and general malaise. I understand that I am responsible for any allergies or medical conditions that I may have and I will bring the requisite medications for such conditions.

I agree to comply with any and all rules, regulations, terms and conditions of the "Higher Self Wellness Retreat", including but not limited to those set forth in this document.

I, on behalf of myself, my heirs, executors, administrators and assigns hereby waive, release, discharge, and agree not to sue the project organizers, their officers, directors, members, employees, volunteers, representatives, agents, contractors and subcontractors, and other participants, sponsoring agencies, sponsors, advertisers and, if applicable, owners and lessors of equipment and premises used to conduct the project activities (collectively the "Releasees"), from any and all claims for damages, injuries, losses, liabilities and expenses which I may have or which may subsequently accrue to me, relating to, resulting from or arising out of my use and/or participation in the "Higher Self Wellness Retreat"", including any injury or damage to my person or property, or to that of any other person or property.

I consent to have medical treatment that may be deemed advisable in the event of injury, accident and/or illness during any program, event or activity while acknowledging that the Releasees are not required to administer such medical treatment.

I hereby release the Releasees and all persons participating in any such medical treatment from all responsibility for any such actions.

I intend that this Waiver and Release of Liability shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

I understand that the "Higher Self Wellness Retreat" does not condone the consumption or possession of illegal

substances, and I agree that I will not bring such substances into the premises where the project takes place.

Should any part of this Agreement be rendered or declared invalid by a court of competent jurisdiction of the State of California or the Country of Panama, such invalidation of such part or portion of this Agreement should not invalidate the remaining portions thereof, and they shall remain in full force and effect.

I KNOWINGLY AND VOLUNTARILY ASSUME ALL RISK OF PROPERTY LOSS, PERSONAL INJURY, SERIOUS INJURY OR DEATH, WHICH MAY OCCUR BY BEING A PART OF THE "HIGHER SELF WELLNESS RETREAT" AND HEREBY FOREVER RELEASE, DISCHARGE AND HOLD THE PROJECT ORGANIZERS HARMLESS FROM ANY CLAIM ARISING FROM SUCH RISK EVEN IF ARISING FROM THE NEGLIGENCE OF THE PROJECT ORGANIZERS, ITS OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AGENTS OR REPRESENTATIVES, OR BY THIRD PARTIES, AND I ASSUME FULL RESPONSIBILITIES AND LIABILITY FOR MY PARTICIPATION.

**(CHECK BOX)** I ACKNOWLEDGE THAT I HAVE READ THIS WAIVER RELEASE OF LIABILITY AND I FULLY UNDERSTAND ITS TERMS, AND I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS, AND I DO SO KNOWINGLY AND VOLUNTARILY WITHOUT ANY INDUCEMENT OR DURESS.

Full Name:

Signature:

Date:

Email:

Phone Number: