



Participant Agreement, Waiver of Liability & Release Agreement

Please read carefully. To participate in any Mindfully FIERCE, PLLC retreat, you are required to sign a copy of this agreement. Please sign this form electronically and email it to rachel@mindfullyfierce.com or print, sign, and send by mail to:

Rachel Mills-Brantley
1040 Gallup Rd
Chapel Hill, NC 27517

In consideration of my participation in a Mindfully FIERCE, PLLC, retreat and associated events and activities (collectively referred to as "Retreat") and the services of Mindfully FIERCE, PLLC, 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 here as "Mindfully FIERCE"), 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 Mindfully FIERCE as follows:

1. **Waiver of Liability and Release.** Participant does hereby release and forever discharge Mindfully FIERCE 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 Mindfully FIERCE from any liability or claim that the Participant may have against Mindfully FIERCE with respect to any bodily injury, personal injury, emotional injury, illness, death, or property damage that may result from Participant's involvement in a Retreat, whether caused by the negligence of Mindfully FIERCE, or otherwise. Participant also understands that Mindfully FIERCE 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 Mindfully FIERCE cannot eliminate, alter, or control these inherent risks. These Risks include those inherent in yoga activities, water activities, as well as those inherent in nature-based recreational activities.



2. **Indemnification and Hold Harmless.** Participant hereby agrees to indemnify and hold harmless Mindfully FIERCE from any liability, claims, and causes in action, which are in any way connected to Participant's involvement in a Retreat, or use of Mindfully FIERCE facilities or equipment, including any such claims which allege negligent acts or omissions of Mindfully FIERCE. Participant further agrees to indemnify and hold harmless the property owner, leasor, landlord, agent, or others affiliated with the management of the Retreat venue for the injury or death of any person(s) and damage to property that may result from the negligence or intentional act or omission by Mindfully FIERCE or Retreat participants while participating in activities offered. This includes but is not limited to the main venue building, parks, recreational areas, playgrounds, areas adjacent to the main venue building, and/or any area selected for training.

3. **Medical Care.** Participant does hereby release and forever discharge Mindfully FIERCE 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 certifies that she is in good physical and mental health and does not suffer from any medical condition which would limit her participation in the Retreat. Participant understands that it is her responsibility to consult with a physician, mental health clinician, and other appropriate medical professionals prior to her participation in any of the Retreat activities. Participant agrees that Mindfully FIERCE is not qualified to evaluate Participant or Participant's fitness for involvement in the Retreat. Participant must determine if she is sufficiently prepared to participate. If Participant experiences pain or discomfort during the Retreat, she will modify the instructions or her participation to suit her individual needs. Participant will not hold Mindfully FIERCE responsible for any pain or discomfort she experiences during or after the Retreat. 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 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 Mindfully FIERCE: yoga, hiking, excursions, swimming, paddling or other water-related activities, meditation, transportation in Mindfully FIERCE 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

Mindfully FIERCE, PLLC

INSIGHT · COMPASSION · EMPOWERMENT



limited to those known risks inherent to the Activities specifically listed above, vehicular travel and traffic, road and trail conditions, known and unknown health conditions,

allergies, sudden weather changes, rain, snow, wind, hail, lightening, 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 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.

6. **Personal Property.** Participant acknowledges and agrees that she is responsible for her equipment and all personal property during the Retreat and that Mindfully FIERCE is not responsible in any way for such property whether it is lost, stolen or damaged.

7. **Interpretation and Governing Law.** This document shall be construed broadly to provide a release and waiver to the maximum extent permitted under North Carolina 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 North Carolina. Venue for any legal action shall be in the state or federal courts of Chatham County or North Carolina as applicable.

Print Participant's Full Legal Name: _____

Participant Signature: _____

Participant Age: _____ **Date:** _____