

## **Retreat Waiver & Release**

**Name of Retreat:** CBRC Caribbean Retreat (the "Retreat")

**Type of Retreat:** Pickleball, Yoga & Fitness Retreat

**Retreat Activities:**

yoga, Pickleball, swimming, hiking, general water sports, beach volleyball, sailing, general physical activities, sight seeing, and transportation

**Location:**

Club Med Turkoise, Turks & Caicos

**Organizer Name:** CBRC Health & Fitness (the "Organizer")

**Business Address:**

1776 Terminal Drive  
Richland, WA 99354

**Business Contact Number:** (509) 943-8416

I, \_\_\_\_\_ (enter name), hereby agree that by signing this document, I consent to waive certain legal rights, including the right to sue the Organizer named above, and, if applicable, its employees, owners, officers, directors, representatives, agents, volunteers and facilitators from any physical, material, tangible or intangible, loss or damages that may happen to me during my participation in the Retreat.

I will be voluntarily participating in the Retreat that will be conducted by the Organizer. The Retreat may include, but is not limited to, the "Retreat Activities" described above.

The following is the identifying and contact information for me, the Guest ("Guest"):

Guest Legal Name: \_\_\_\_\_

Guest Address: \_\_\_\_\_  
\_\_\_\_\_

Guest Phone Number: \_\_\_\_\_

Guest Date of Birth: \_\_\_\_\_

This Retreat Waiver will bind and be enforceable against me and all of my personal representatives. I agree that this Retreat Waiver should be enforceable to the fullest

extent of the law, and if any portion is held invalid, the remainder should continue in full legal force and effect.

I specifically acknowledge and agree that this document is not intended to be a general release, which would be limited under some state and local laws.

This Retreat Waiver shall be construed and interpreted as broadly as possible in the applicable jurisdiction.

**ASSUMPTION OF RISK.** I understand and am aware that my participation in the Retreat involves risks. These risks may lead to tangible or intangible harm, and I agree that they may result not only from my own actions but also from the actions of others. With the knowledge and understanding of these risks, I choose, of my own will and volition, to participate in the Retreat.

I am also aware that there are risks that I may not have considered, yet I waive my right to any claims that may occur from these unconsidered risks and I choose, of my own will and volition, to participate in the Retreat.

**COVENANT NOT TO SUE.** I will not start any lawsuit or other court action against the Organizer, nor will I join any such proceeding, including any claim for money damages. I acknowledge and agree that I am entering a covenant not to sue the Organizer in any capacity, including to hold the Organizer liable for any injury, loss, or damage sustained by me or my property, even if it is due to the Organizer's negligence or omission. I also waive the right of any of my insurers' to make any such claim.

**INDEMNIFICATION:** I agree to defend and indemnify the Organizer and any of its affiliates (if applicable) and hold them harmless against any and all legal claims and demands, including reasonable attorney's fees, which may arise from or relate to my participation in the Retreat or my conduct or actions. I agree that the Organizer shall be able to select its own legal counsel and may participate in its own defense, if desired.

**REPRESENTATION:** I am over 18 (eighteen) years of age, and am emotionally, medically, and physically able to participate in the Retreat.

**GOVERNING LAW:** This Retreat Waiver shall be governed by and construed in accordance with the internal laws of Washington without giving effect to any choice or conflict of law provision or rule. Each party irrevocably submits to the exclusive

jurisdiction and venue of the federal and state courts located in the following county in any legal suit, action, or proceeding arising out of or based upon this Retreat Waiver: Benton County.

I have read the above Retreat Waiver fully and I understand and agree to its contents. I understand and agree that by signing this Retreat Waiver I forfeit any right, claim, or ability to hold the Organizer responsible for any tangible or intangible damages, loss of property, or loss of life that may occur during or after my use of the facilities and participation in the Retreat.

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Guest Name

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Guest Signature

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Date