

LOVE THY NATURE

JOURNEYS

RELEASE, WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT ("AGREEMENT")

In consideration of my participation in Love Thy Nature's retreat and any and all associated activities (collectively, the "Retreat"), I, on behalf of myself, my personal representatives, heirs, next of kin, spouse/partner and/or any other legally recognized person and/or entity to whom I have assigned my rights, hereby acknowledge and agree as follows:

1. Definitions. "Activities" shall include, without limitation, walking, hiking, bicycle riding, high altitude hiking, running, yoga, meditation, dance, swimming, snorkeling, kayaking, surfing and any and all other activities associated with the Retreat. "Risks" shall include, without limitation, the actions, negligence and carelessness of Love Thy Nature LLC., and its owners, directors, employees, contractors and/or agents and any and all other persons acting on behalf of or at the direction of Love Thy Nature LLC., (referred to individually and collectively as "Love Thy Nature"), road and land conditions, health and environmental conditions (including, without limitation, disease, animals, pests, insects and microorganisms), weather, participant error, dietary restrictions, impure water, and food and/or drink.

2. Forest Bathing / Nature Therapy--No Medical Diagnosis or Medical Treatment. I fully acknowledge and agree that the Retreat is not involved in any way in the medical diagnosis and/or treatment of any disease.

3. Full Assumption of Risk / Certification of Insurance. I take full responsibility for all my actions during the Retreat and for any medical or physical condition I may have. I also certify that I have adequate insurance to cover all injury and/or damage I may cause or suffer. And I, not Love Thy Nature, will solely bear the costs of all injury and/or damage I may cause or suffer.

4. Full and Complete Release and Indemnification. I, for myself on my own behalf, as the parent or legal guardian of a participant of the Retreat, and for anyone succeeding to my rights, KNOWINGLY AND INTENTIONALLY RELEASE, DISCHARGE AND PROMISE NOT TO SUE Love Thy Nature for any loss, damage, illness, injury (including paralysis and/or death) or cost to my person or property associated in any way with the Activities and Risks of the Retreat, AND I AGREE TO FULLY INDEMNIFY AND HOLD HARMLESS Love Thy Nature from and against any and all claims, actions, liabilities, suits, and/or expenses, including all attorneys' fees, that are in any way associated with, arise out of, and/or result from any of the Activities and Risks associated with the Retreat.

5. Grant of Rights for Use of Name, Face Likeness, Voice and Appearance. I irrevocably grant Love Thy Nature the right to photograph and/or videotape me and to use my name, face, likeness, voice and appearance without any compensation, reservation or limitation of any kind.

6. Governing Law. I expressly acknowledge and agree that this Agreement is governed exclusively by the laws of the State of California and is intended to be as broad and inclusive as is permitted under California law.

7. Waiver of All Rights Under California Civil Code Section 1542. I fully assume all of the above mentioned Risks and I fully agree that *this Agreement shall apply to all unknown or unanticipated claims and/or liabilities that are in any way associated with, arise out of, and/or result from the Activities and Risks*, and I hereby knowingly waive all rights and protections under California Civil Code Section 1542, which provides:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

8. Dispute Resolution. I expressly agree that if any dispute arises out of or relates to this Agreement, and if the dispute cannot be settled through negotiation, I shall first, in utmost good faith, work with Love Thy Nature to settle the dispute by mediation. If the dispute cannot be settled through negotiation or mediation, the dispute shall be submitted to arbitration before an arbitrator who shall be agreed to by both myself and Love Thy Nature. Any decision rendered by the arbitrator shall be binding, non-appealable and may be entered in and enforced by the Superior Court of California, Los Angeles County. If I lose at mediation or arbitration, I shall pay all attorneys' fees and costs incurred by Love Thy Nature.

I am voluntarily participating in the Activities of Love Thy Nature's Retreat with the full knowledge of all the Risks, hazards and dangers involved, and I willingly assume and accept any and all Risks, including but not limited to any and all damages, illness, and/or injury (including paralysis and/or death) to my person or property. I have made a free and deliberate choice to sign this Agreement as a condition to Love Thy Nature allowing me to participate in the Retreat's Activities.

Name of Participant

Signature of Participant

Signature of Parent/Guardian (If Participant is Under 18 years of age)

Date

City, State, Country

Email Address

Telephone Number