



## **Retreat and Event Disclaimer & Waiver of Liability**

In consideration of performing or participating in the activities listed below, the party agrees to give up the following rights and agree to the following limits on liabilities.

By participating in any events planned and controlled by Lula May Group Inc., you agree to the following:

1. Lula May Group Inc. events and retreats are provided with no special warranty either express or implied. Lula May Group Inc. AND their agents, officials, organizers, officers, directors, employees, volunteers, contractors, including but not limited to the committee members, advisory and sponsors, or representatives (hereinafter refer to as "The Releasees) of Lula May Group Inc. events are not responsible and assume no liability for any loss, theft, damage, or injury to property or persons, including death, whether arising in contract, negligence, equity, or otherwise while participating in the events and retreats and pertaining to all related activities of Lula May Group Inc. events and retreats.
  
2. Lula May Group Inc. includes excursion transportation as outlined in the itinerary, accommodation at the Lake Louise Inn, Lake Louise, Alberta, Canada and other activities as determined by the Lula May Group Inc. organizers. The itinerary for Rocky Mountain Retreats with Cindy and Donna include, but are not limited to:
  - Accommodations for 3 nights at the Lake Louise Inn, Lake Louise, Alberta Canada
  - Full Breakfast Buffet and Boxed Lunch each day
  - Group Sessions with Cindy and Donna including guided mediations and identifying energy fields
  - Teaching materials
  - Excursion Transportation including but not limited to: Kicking Horse River, Golden, British Columbia; Wapta Falls; Emerald Lake, Field, British Columbia; Lake Louise, Lake Louise, Alberta; Lake Minnewanka Boat Tour, Banff, Alberta; Banff, Alberta; Marble Canyon, Alberta
  
3. You assume all risks when participating in Lula May Group Inc. events and retreats. All participants must use care and good judgment and must obey all rules and regulations by Lula May Group Inc.. You will comply with all requests made by employees of Lula May Group Inc. You must obey all laws of the provinces and or states in which the event and retreat is taking place. Lula May Group Inc. reserves the right to eject any participant who does not comply with the terms of this section. Ejected participants will not be entitled to a refund or any further recourse.

### DESCRIPTION OF RISKS

In consideration of my participation in **Rocky Mountain Retreats with Cindy and Donna** and all related activities, I acknowledge that I am aware of the possible RISKS, DANGERS and HAZARDS associated with **Rocky Mountain Retreats with Cindy and Donna** and all related activities including THE POSSIBLE RISK OF SEVERE OR FATAL INJURY TO MYSELF OR OTHERS. These risks include, but are not limited to:



- Risks associated with travel to and from all venues of the various components including transport by public or private motor vehicle which could include but are not limited to and accident resulting in severe injuries or death;
- Intoxication and/or alcohol poisoning from the alcohol I consume during **Rocky Mountain Retreats with Cindy and Donna** and all related activities whether voluntarily or through coercion resulting in illness, injury or death;
- Food-related illness resulting from any meal arranged for me by **Rocky Mountain Retreats with Cindy and Donna** organizers;
- Muscular injuries and soft tissue injuries, broken bones, bruises, scrapes, cuts, sprains, dislocation, head, facial eye and/or dental injuries which might result from participation in **Rocky Mountain Retreats with Cindy and Donna**;
- Injuries resulting from falling or being knocked down or steep steps where a fall may cause injury or death;
- Injuries resulting from rough terrain, failure to see an obstacle, failure to negotiate a turn, etc.;
- Injuries resulting from walking on a hill, slipping and/or falling;
- Injuries resulting from malfunctioning of equipment or misuse of equipment whether owned, designed or operated by myself or the staff of the Releasees;
- Changes in weather or temperatures which may result in hypothermia, frostbite, windburn, sunburn, colds or flu;
- Death, injuries or illness resulting from failure to follow directions from those in charge of the program and all related activities;
- The risks associated with returning to my residence after participating in the program and/or related activities; and
- Other risks associated with being a spectator of or being present at a crowded, outdoor or indoor venue.

#### 4. Medical/Health & Travel Insurance

- a. I AM SOLELY RESPONSIBLE** to select and purchase adequate medical/health insurance. The Releasees will provide **no** medical/health insurance. In the event of a medical/health problem, the Releasees accept no responsibility for any costs associated with a medical/health problem nor will they pay for any medical/health expenses that may be incurred by the participant.
- b. I AM SOLELY RESPONSIBLE** to select and purchase adequate travel insurance. The Releasees will provide **no** travel insurance. The travel insurance should provide cover against theft, personal accident, personal liability, repatriation and cancellation of tickets among other coverages. The Releasees accept **no** responsibility for any costs associated with these types of problems nor will they pay for any expenses that may be incurred by the participant relating to these areas.

I freely accept and assume all responsibility to provide myself with medical/health and travel insurance coverage.

#### 5. Indemnification and Release of Liability

In return for allowing me to participate in the event and retreat and all related activities, I agree:

- a. TO ASSUME AND ACCEPT ALL RISKS** arising out of, associated with or related to my participation in the **Rocky Mountain Retreats with Cindy and Donna** and all related activities, even though such risks may be caused by the negligence of the Releasees;



- b. **TO BE SOLELY RESPONSIBLE FOR ANY INJURY, LOSS OR DAMAGE** which I might sustain while participating in **Rocky Mountain Retreats with Cindy and Donna** and all related activities, even though such injury, loss or damage may have been caused by the negligence of The Releasees;
- c. **TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES** from any and all liability for any damage to the personal property of, or personal injury to, any third party resulting from my participation in the **Rocky Mountain Retreats with Cindy and Donna** and all related activities;
- d. **TO HOLD HARMLESS, INDEMNIFY AND RELEASE THE RELEASEES**, their officers, directors, agents, volunteers, employees and representatives from liability for any and all claims, demands, actions and costs which might arise out of my participation in the **Rocky Mountain Retreats with Cindy and Donna** and all related activities, even though such claims, demands, actions and costs may be caused by the negligence of The Releasees

6. Medical Conditions

I agree to advise the organizers of the Event and Retreat prior to the start of the activity of any existing medical conditions or injury.

7. You will defend, indemnify and hold harmless Lula May Group Inc. and its organizers, directors, employees, consultants, agents, affiliates for any and all legal actions arising out of participation in Lula May Group Inc. event. You further agree to pay all legal fees incurred by Lula May Group Inc. that arise due to this agreement.
8. You give Lula May Group Inc. authorization to use and post any photographs, videotapes, recordings or any other record of our events, including full names of any participants, before during or after the event for promotional use, reporting to the media and to publish on our website or blog. You will not be entitled to any compensation for Lula May Group Inc.'s use of your name or image.
9. Refunds for any reason will be at the discretion of Lula May Group Inc.
10. Lula May Group Inc. reserves the right to exclude anyone from becoming a Lula May Group Inc. participant should they choose not to accept this Agreement.

11. MISCELLANEOUS PROVISIONS

a. **Governing Law.** This Agreement has been entered into and delivered in the Province of Alberta and the validity, interpretation and legal effect of this Agreement shall be governed by and construed in accordance with the internal laws of the province of Alberta applicable to contracts entered into and performed entirely within the province of Alberta. Only the Alberta courts (provincial and federal) will have jurisdiction over any controversies regarding this Agreement, and the transactions contemplated by this Agreement; any action or other proceeding that involves such a controversy will be brought in those courts, in Calgary, Alberta, and not elsewhere. The parties hereto hereby irrevocably submit to the jurisdiction of the Alberta courts (provincial and federal) in any such action or proceeding and irrevocably waive any right to contest the jurisdiction or power or decision of that court within or without the Canadian other than appropriate appellate courts having jurisdiction over appeals from such court(s). The parties hereto also irrevocably waive any defense of inconvenient forum to the maintenance of any such action or proceeding.

b. **Entire Agreement.** This contract contains the entire understanding between parties, and all of its terms, conditions, and covenants shall be binding upon and shall inure to the benefit of the respective parties and



their heirs, successors, and assigns. No modification or waiver hereunder shall be valid unless the same is in writing and is signed by the party sought to be bound.

**c. Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

**d. Severability.** Any provision of this Agreement held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof or thereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction.

**e. Amendments.** This Agreement may be amended, superseded, canceled, renewed or extended only by a written instrument signed by each of the parties hereto.

**f. Interpretation.** No provision of this Agreement will be interpreted in favor of, or against, any of the parties hereto by reason of the extent to which any such party or its counsel participated in the drafting thereof or by reason of the extent to which any such provision is inconsistent with any prior draft hereof or thereof.