



ON HIGHER GROUND V

October 1-6, 2023 • Taos, NM

Personal Liability and Indemnification Agreement

We will need to have a signed copy of this form to consider your registration complete. Please print this form, sign it and the attached waiver for the retreat center and mail it to:

Stacey Budge-Kamison
On Higher Ground Retreat
10520 Chapel Hill Road, #1261
Morrisville, NC 27560

We take your safety and the security of your belongings very seriously, but we cannot be liable for any personal injury, loss/theft or damage any time during the retreat. Your attendance constitutes your agreement to indemnify Faith Welsh and all the teachers from any claim for injury, loss, or damage for any reason. You are responsible for any damage to retreat property, facilities, or equipment caused by you through negligence or willful intent.

Please Sign Here _____

Print Name _____

Email Used to Register _____

Phone Number _____

RETREAT PARTICIPANT WAIVER

PLEASE READ IN FULL BEFORE PROCEEDING

This liability waiver and release agreement (this “Agreement”) constitutes an agreement between you and Taos Lodging LLC (d/b/a “Hyperslow Retreat Center”, the “Studio”) with an address at 1101 Witt Road, Taos, NM 87572 (the “Premises”). In consideration of participating in the retreat and Studio’s physical spaces at the Premises and the services provided by the Studio, I agree and acknowledge that I am fully aware that this retreat involves physical, financial and other risks and I accept all such risks of participating, even if the risks result from the carelessness, negligence or misconduct of a Released Party (as defined below) or anyone else.

“Claims” includes but is not limited to any and all liabilities, claims, demands, legal actions, rights of actions for damages, personal injury, death or any other physical, emotional or psychological harm suffered or potentially suffered in connection with my participation in the retreat, any other activity at the Premises or any activity managed or facilitated by a Released Party. “Released Party” means the Studio or any of its affiliates, franchisees and their respective representatives, directors, officers, agents, contractors, employees or volunteer staff.

I agree and acknowledge that:

I am in proper physical condition to participate in the retreat, and am aware that participation could, in some circumstances, result in physical injury, serious physical injury or death.

I understand my physical limitations and am sufficiently self-aware to stop physical activity before I become ill or injured.

I hereby, for myself and for my heirs, next of kin, executors, administrators and assigns, fully release, waive and forever discharge any and all rights or Claims I may have, now or in the future, against any Released Party, even if the Claims are based on the carelessness, negligence or misconduct of a Released Party or anyone else. Without limiting the foregoing, I further release any resources which I may now or hereafter have resulting from any decision of any Released Party.

I hereby waive all rights to sue any Released Party for Claims, even if the Claims arise from the carelessness, negligence or misconduct of any Released Party or anyone else. I agree to indemnify (reimburse for any loss) and hold harmless each Released Party from any loss or liability (including any reasonable legal fees they may incur) defending any Claim made by me or anyone making a Claim on my behalf, even if the Claim is alleged to or did result from the carelessness or negligence of any Released Party or anyone else.

I acknowledge and agree that, notwithstanding the Studio’s cleaning protocols and efforts, microbes or viruses could be present at or in any part of the Premises, or brought onto the Premises at any time by a Released Party or its invitees, including microbes or viruses that could cause serious illness or death, and I accept the health risks involved in being on the Premises where such pathogens may be present.

I agree and acknowledge that any food consumed during the retreat or at the Premises may cause me sickness, injury or other harm (including harm related to violation of dietary restrictions or principles), and I hereby waive any Claims related thereto.

I agree and acknowledge that I may operate, use or be a passenger in any vehicles, bicycles or other modes of transportation during the retreat, at the Premises or owned by the Studio and I hereby waive any Claims related thereto, assuming the full risk of same.

I understand and acknowledge that: (1) there may be no aid stations available during the retreat or at the Premises; (2) if medical care is rendered to me, I consent to that care if I am unable to give my consent for any reason at the time the care is rendered, and my waiver of liability and indemnity hereunder shall apply in such circumstances; (3) I grant my permission to the Released Party and any transferee or licensee or any of them, to utilize any photographs, motion pictures, videotapes, recordings and other references or records of the retreat which may depict, record or refer to me for any purpose ("Likeness"), including commercial use by the released parties, their sponsors and their licensees. This permission is for use anywhere in the world and on the Internet and for an unlimited period of time. I understand and agree that I will not be compensated or receive additional consideration for consenting to the use of my Likeness and that I will not be given a chance to receive, inspect or approve the promotional or marketing material, messages and/or content that may use my Likeness; (4) no warranties or representations have been made to me about the retreat or the Premises which are not stated on this form. I understand and intend that this Agreement acts as the broadest and most inclusive assumption of risk, waiver, release of liability, agreement not to sue and indemnity. I agree that should any portion of this waiver and release be deemed unenforceable, the remainder of this Agreement shall be enforceable to the fullest extent permitted by law.

If any provision of this Agreement shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

I have fully read and understand this Agreement. I am aware that by signing this Agreement, I am forever waiving certain legal rights I or my heirs, next of kin, executors, administrators and assigns may have for Claims against any Released Party.

BY SIGNING BELOW, Participant accepts and agrees to the terms and provisions contained in this liability waiver agreement.

By: _____
Name: _____
Date: _____