

LIGHT HOUSE RETREATS - RELEASE OF LIABILITY

READ CAREFULLY - THIS AFFECTS YOUR LEGAL RIGHTS

In exchange for participation in any and all activities organized by Light House Retreats, Light House Mind Body Spirit Sanctuary LLC. and all its affiliates, of 1700 Grand Army Highway, Somerset, Massachusetts, 02726, and/or use of the property, facilities and services of Light House Retreats, Casa Copacabana, Costa Rica, including any other properties and affiliates associated with your stay facilitated by Light House Mind Body Spirit Sanctuary LLC, and all its affiliates, I (name) _____, of (address) _____, agree for myself, and (if applicable) for the members of my family, to the following:

- 1. AGREEMENT TO FOLLOW DIRECTIONS.** I agree. to observe and obey all posted rules and warnings, and further agree to follow any emailed and oral instructions or directions given by Light House Retreats, Light House Mind Body Spirit Sanctuary, LLC, and all its affiliates, or the employees, representatives, or agents of Light House Retreats, Light House Mind Body Spirit Sanctuary, LLC and all its affiliates, including the guest, smoking and any other policies set forth by the staff or affiliates of Light House Retreats and/or Light House Mind Body Spirit Sanctuary, LLC..
- 2. ASSUMPTION OF THE RISKS AND RELEASE.** I recognize that there are certain inherent risks associated with the above-described activity and I assume full responsibility for personal injury to myself and (if applicable) my family members, and further release and discharge Light House Retreats, Light House Mind Body Spirit Sanctuary LLC, and all its affiliates for injury, loss or damage arising out of my or my family's use of or presence upon the facilities of Light House Retreats, Light House Mind Body Spirit Sanctuary LLC and all its affiliates, whether caused by the fault of myself, my family, Light House Retreats, Light House Mind Body Spirit Sanctuary LLC and all its affiliates or other third parties.
- 3. INDEMNIFICATION.** I agree to indemnify and defend Light House Retreats, Light House Mind Body Spirit Sanctuary, LLC, and all its affiliates against all claims, causes of action, damages, judgments, costs, or expenses, including attorney fees and other litigation costs that may in any way arise from my or my family's use of or presence upon the facilities of Light House Retreats, Light House Mind Body Spirit Sanctuary, LLC and all its affiliates.
- 4. FEES.** I agree to pay for all damages to the facilities of Light House Retreats, Light House Mind Body Spirit Sanctuary, LLC, and all its affiliates caused by any negligent, reckless, or willful actions by me or my family.
- 5. PERSONAL LIABILITY.** I agree that I am personally liable for any and all damage caused or created by me during my stay with Light House Retreats, and further agree to be held personally, and financially responsible for any said damages.
- 6. APPLICABLE LAW.** Any legal or equitable claim that may arise from participation in the above shall be resolved under Massachusetts state law.

LIGHT HOUSE RETREATS - RELEASE OF LIABILITY

READ CAREFULLY - THIS AFFECTS YOUR LEGAL RIGHTS

7. **NO DURESS.** I agree and acknowledge that I am under no pressure or duress to sign this Agreement and that I have been given a reasonable opportunity to review it before signing. I further agree and acknowledge that I am free to have my own legal counsel review this Agreement if I so desire. I further agree and acknowledge that Light House Retreats, Light House Mind Body Spirit Sanctuary, LLC, and all its affiliates have offered to refund any fees I have paid to use its facilities if I choose not to sign this Agreement.
8. **ARM'S LENGTH AGREEMENT.** This Agreement and each of its terms are the product of an arm's length negotiation between the Parties. In the event, any ambiguity is found to exist in the interpretation of this Agreement or any of its provisions, the Parties, and each of them, explicitly reject the application of any legal or equitable rule of interpretation which would lead to construction either "for" or "against" a particular party based upon their status as the drafter of a specific term, language, or provision giving rise to such ambiguity.
9. **ENFORCEABILITY.** The invalidity or unenforceability of any provision of this Agreement, whether standing alone or as applied to a particular occurrence or circumstance, shall not affect the validity or enforceability of any other provision of this Agreement or of any other applications of such provision, as the case may be, and such invalid or unenforceable provision shall be deemed not to be a part of this Agreement.
10. **EMERGENCY CONTACT.** In case of an emergency, please contact the following:

Name: _____

Relationship: _____

Phone Number: _____

I HAVE READ THIS DOCUMENT AND UNDERSTAND IT. I FURTHER UNDERSTAND THAT BY SIGNING THIS RELEASE, I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS.

Signature: _____

Printed Name: _____

Date: _____

Witness Signature: _____

Printed Name: _____

Date: _____