

# Lake Chapala/Ajijic Mexico Yoga Retreat

I have carefully identified, reviewed and considered the risks of travel to my destination(s) including reading the most recent relevant U.S. State Department, Centers for Disease Control, and World Health Organization Travel Warning(s) available on-line. I understand that my proposed travel may take me through areas where the United States Department of State has issued a Travel Warning.

I acknowledge that I am voluntarily participating in the travel to the Retreat destination and all travels during the retreat.

I also acknowledge that my participation in this travel may expose me to significant risks, including but not limited to terrorism, war, serious bodily injury or death, property damage, and other risks that may not be foreseeable.

I understand that **Newton Campbell** is not responsible for my safety and I assume full responsibility for all risks associated with my travel. I know that I am not required to travel to this location and that Newton Campbell has made available information regarding the risks associated with travel to my destination(s). I know conditions in my destination(s) may change rapidly and I will stay informed of current events on a frequent, at least daily, basis by obtaining updated security and health information from, and registering with, the nearest Embassy or Consulate General.

I also agree to the following:

- Check local weather before departure and become familiar with recreational activities you plan to do
- Bring appropriate clothing, footwear, supplies, protective gear (sports related, sunglasses, sunscreen, hat, etc.) suitable for destination weather, outdoor or recreational activities, standing/walking etc.
- Avoid bringing valuables or keep secure at all times. Newton Campbell is not responsible for lost or stolen items.
- Bring any necessary medications or emergency/medical kits (i.e. bee sting kits/epi-pen, inhalers, etc.)
- Know how to reach your trip leader, Newton Campbell, in the event of an emergency or issue.
- Check local weather before departure
- Bring appropriate clothing, footwear, etc. suitable for destination weather, standing/walking and activities
- Use buddy system and regular contact during non-retreat related activities and at night. Do not venture out alone at night
- Do not give out personal information or villa (hotel) name or room information to strangers - Do not go anywhere with strangers and do not let strangers into your hotel room except for appropriate hotel staff as necessary. Keep room door closed and locked. Check hotel room peep-hole before opening room door.
- Keep within safe boundaries of hotel/city (Concierge of hotel can advise)
- Note where all fire exits are in hotel
- Avoid bringing valuables. Newton Campbell is not responsible for lost or stolen items.
- Bring any necessary medications or emergency/medical kits (i.e. bee sting kits/epi-pen, inhalers, etc.)

- Know how to reach your trip leader in event of an emergency or issue

## **RECREATIONAL OR SPECIAL RISK ACTIVITIES** **RISKS AND PRECAUTIONS**

### **Activities may include but not limited to:**

CONTACT SPORTS (Football (any type), Soccer, Lacrosse, Boxing, Wrestling).

NON-CONTACT SPORTS (sports not included in above)

RECREATIONAL ACTIVITIES (NON-WATER RELATED):

Theme Park Activities, Carnival/Fair Rides, Inflatable Rides/activities, Camping, Hiking, Zip-lining, Horseback riding, Canopy & Bridge Walks; Rope courses, Archery, climbing wall, Skeet shooting/gun range, Fencing, Bowling, Badminton, Wall Propelling, ATV or Go-cart riding, Mini-Golf Park activities, Petting Zoo/Animal interaction, Theatre/Performance activities.

RECREATIONAL ACTIVITIES (WATER-RELATED):

Swimming, Snorkeling/Diving, Canoeing/Kayaking, Fishing, Surfing, Beach activities, Wind surfing, Sailing, White-Water Rafting.

VOLUNTEER/SERVICE-PROVIDING ACTIVITIES: (Please circle ALL that apply)

Gardening/Farm/Crop activities, Assistance with Building Projects, Computer Projects, Tutoring/Mentoring.

### **Possible Risks or Injuries included in the above activities may include, but are not limited to:**

- Risk of injury inherent in playing any type of sports or recreational activities; Exposure to outdoors, nature, weather
- Acts of God, sea life, insects/animal or plant life; Inexperience or unfamiliarity with the activity or its requirements; Unfamiliarity with
- location or facility; Faulty equipment/gear or inadequate instruction, Violence/criminal acts of others; Complications or reaction
- from weather conditions or outside environment or Nature; Inadequate or unavailable healthcare facilities or assistance;
- Accidents; Illnesses; Allergic Reactions (food, plants, insects etc.); Negligence; and/or Mistake.
- I understand and acknowledge that these risks may result in personal injury, including but not limited to the following: Collision with: other players/participants, sports/recreational

equipment, structures, vehicles, swimmers, vessels or surfers; Slips/trips/falls; falls from heights, fractures/broken bones; sprains/strains; bruises; lacerations; punctures; concussion; loss of consciousness; physical exhaustion/heat exhaustion; hypothermia, eye injuries; sunburn/windburn/camping burns; drowning; diving/boating accidents; bites/stings/burns/rashes from contact with animals/insects or sea life; sun poisoning or stroke; injuries from shark attack; spinal injuries; paralysis; brain damage; serious injury to internal organs, bones, ligaments, joints, muscles, tendons, and other aspects of the muscular skeletal system; neck, face and head injuries; ear injuries, heart attack; sickness; and/or death as a result of the nature of some related activities. Possible loss or damage to personal property; etc.

**I understand that all recreational activities are completely voluntary and based upon my own decision and I acknowledge that I may choose to decline these activities at any time. I hereby accept the associated risks and understand the precautions thereof.**

#### **TRAVEL WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT**

1. In consideration to participate in the activity , I hereby RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE (activity) , **Newton Campbell**, agents, servants, or employees (hereinafter referred to as RELEASEES) from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or any of the property belonging to me, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES, or otherwise, while participating in such activity, or while in, on or upon the premises where the activity is being conducted.
2. I am fully aware of the risks involved and hazards connected to this activity, including but not limited to travel risks. I hereby elect to voluntarily participate in said activity with full knowledge that said activity may be hazardous to me and my property. I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH, that may be sustained by me, or any loss or damage to property owned by me, as a result of being engaged in such an activity, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES or otherwise.
3. I further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS the RELEASEES from any loss, liability, damage or costs, including court costs and attorney fees, that they may incur due to my participation in said activity, WHETHER CAUSED BY NEGLIGENCE OF RELEASEES or otherwise.
4. I understand that **Newton Campbell** does not maintain any medical or health insurance policies for me. As such, I am aware that I should review my personal insurance portfolio, especially accident/medical & travel coverages.

5. It is my express intent that this Waiver of Liability and Hold Harmless Agreement shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE the above-named RELEASEES. I hereby further agree that this Waiver of Liability and Hold Harmless agreement shall be construed in accordance with the laws of the State of California.

6. IN SIGNING THIS RELEASE, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Waiver of Liability and Hold Harmless Agreement, understand it and sign voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least (18) years of age and fully competent; and I execute this Release for full, adequate and complete consideration fully intending to be bound by same.

### **WAIVER AND RELEASE OF CLAIMS**

I hereby release, waive, discharge and covenant not to sue **Newton Campbell** from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or relating to any loss, damage or injury, including death, that may be sustained by me, or to any property belonging to me, while traveling to/from or between of The Retreat Center. I voluntarily assume full responsibility for any risks of loss, property damage or personal injury, including death, that may be sustained by me, or any loss or damage to property owned by me, as a result of my traveling to/from or between the Retreat Center. I further hereby agree to indemnify and save and hold harmless the Releasee, from any loss, liability, damage or costs they may incur as a result of my travels. It is my express intent that this Release shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a Release, Waiver, Discharge and Covenant Not to Sue the above named Releasee.

**TRAVELER'S FULL NAME (PRINT)** \_\_\_\_\_

**TRAVELER'S SIGNATURE** \_\_\_\_\_

**DATE** \_\_\_\_\_