

## **RELEASE OF LIABILITY, WAIVER OF CLAIMS AND ASSUMPTION OF RISKS**

### **BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION**

#### **PLEASE READ CAREFULLY!**

In consideration of **LM Movement Travel Ltd.**, a corporation incorporated pursuant to the laws of the Province of British Columbia, Canada (the "**Company**") permitting the individual named below ("**I**", "**me**" or "**my**") to participate in activities including, but not limited to; yoga, meditation, pilates, guided breath-work ("**Breathwave**"), high-intensity workouts, walking, jogging, cycling, running, swimming, snorkeling, stand up paddle boarding ("**SUP**"), kayaking, sailing, boating, surfing, scuba-diving, skiing, snowboarding, snowshoeing, cross-country skiing, various spa treatments, riding in or driving All Terrain Vehicles ("**ATV**"), guided educational tours, cooking classes and cultural or traditional rituals (the "**Activities**"), and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I agree to all of the terms and conditions set forth in this release of liability, waiver of claims and assumption of risks document (this "**Agreement**").

#### **ACKNOWLEDGEMENT AND CONFIRMATION**

I acknowledge that it is my responsibility to assess the risks and requirements of the Activities based on my own unique circumstances, limitations, fitness level, and medical requirements. I acknowledge that the level of participation is at all times completely up to the individual and I am the best and only judge of my degree of ability to participate in the Activities, and I am conscious of the risks which I am exposing myself to voluntarily and with full knowledge of the facts.

I acknowledge that the physical exertion required by the Activities and the forces that may be exerted on my body can activate or aggravate pre-existing physical injuries, illnesses, conditions, symptoms, or congenital defects.

I acknowledge and confirm that I have been advised to seek medical advice if I know or suspect that my physical condition may be incompatible with the Activities. I confirm that I have informed the Company of any known pre-existing medical conditions or illnesses, and I have obtained a medical opinion and authorization by a licensed and practicing physician confirming that I am fit to participate in the Activities.

I acknowledge that I have been advised to take all prudent measures in relation to my own safety while participating in the Activities, including, but not limited to, (i) proper use of safety devices and equipment, and (ii) compliance with all safety requirements and rules (including all posted signs and oral or written warnings regarding health and safety), and I hereby acknowledge and agree to abide by, obey, and comply with, same.

#### **ASSUMPTION OF RISKS**

I AM AWARE AND UNDERSTAND THAT THE ACTIVITIES INVOLVE MANY RISKS, DANGERS AND HAZARDS, INCLUDING BUT NOT LIMITED TO THE RISK OF SERIOUS INJURY, DEATH OR PROPERTY DAMAGE OR LOSS. I ACKNOWLEDGE THAT I AM VOLUNTARILY PARTICIPATING IN THE ACTIVITIES. I FREELY ACCEPT AND FULLY ASSUME ANY AND ALL OF THE RISKS, DANGERS AND HAZARDS INVOLVED AND THE POSSIBILITY OF INJURY, DEATH OR PROPERTY DAMAGE OR LOSS, WHETHER CAUSED BY THE NEGLIGENCE OF THE COMPANY OR OTHERWISE.

#### **WAIVER AND RELEASE**

I hereby expressly waive and release any and all claims which I have or may in the future have against the Company, its affiliates, and their respective directors, officers, employees, shareholders, agents, contractors, subcontractors, representatives, successors and assigns (collectively, "**Releasees**"), on account of injury, death or property damage or loss arising out of or attributable to my participation in the Activities, due to any cause whatsoever, including without

limitation the negligence of the Company or any other Releasee, breach of contract, or breach of any statutory or other duty of care owing under occupiers liability legislation or otherwise. I covenant not to make or bring any such claim against the Company or any other Releasee, and forever release and discharge the Company and all other Releasees from liability under such claims.

**INDEMNIFICATION**

I shall defend, indemnify and hold harmless the Company and all other Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable legal fees, in connection with any third-party claim, suit, action or proceeding arising out of or resulting from the Activities.

**GENERAL**

This Agreement constitutes the entire agreement of the Company and me with respect to the subject matter contained herein and supercedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Agreement is held to be invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. This Agreement is binding on and shall enure to the benefit of me and my heirs and next-of-kin, and the Company and its successors and assigns. This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein. Any claim or cause of action arising under this Agreement may be brought only in the courts of the Province of British Columbia, and I hereby consent to the exclusive jurisdiction of such courts.

**I ACKNOWLEDGE AND CONFIRM THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT AND THAT I AM VOLUNTARILY WAIVING SUBSTANTIAL LEGAL RIGHTS (ON MY BEHALF AND ON BEHALF OF MY HEIRS, EXECUTORS, ADMINISTRATORS, REPRESENTATIVES AND NEXT-OF-KIN), INCLUDING THE RIGHT TO SUE THE COMPANY AND THE RELEASEES.**

**Participant:**

**Witness:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

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Address

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