

Kelpytown Kove

In consideration of my participation in Heather E. Hurd d/b/a Kelpytown Kove (“Kelpytown Kove”) retreats and associated events and activities (collectively, “Retreats,”) I agree as follows:

1. **Definitions.** “Activities” include all activities at a Retreat and shall include, without limitation, bicycle riding, mountain bike riding, trail running and walking, hiking, high altitude hiking, running or riding, swimming in rivers, pools, lakes or oceans, surfing, stand up paddle boarding, rope courses, zip lines, yoga, gyrokinesis, utilizing hammocks, down-hill or cross-country skiing, snow shoeing, horseback riding, excursions, transportation in Released (defined below) or other vehicles, training, classes, instruction, traveling to and from a Retreat and all other activities associated with one or more Retreats. “Risks” shall include, without limitations, vehicular traffic, road, trail and water conditions (including without limitation disease, infection, terrain, rocks, obstacles, and animals), injury as a result of utilizing the hammock, slipping on ice, snow or a wet surface, allergic reactions including but not limited to the animals, food or an element from the outdoors, weather, equipment failure, driver error, rider error, participant error, food provided, facilities, electric fencing, animals, animal housing units, drowning, actions of other people, and the actions, negligence and carelessness of the Released, as defined below. “Released” shall include Heather E. Hurt, Kelpytown Kove, Kelpytown Kove’s employees, contractors and agents, volunteers, the owners or operators of any Retreat facilities or equipment provided, and the sponsors of Kelpytown Kove or the Retreats.
2. **Certification, Acknowledgements, and Assumption of Risk.** I hereby certify that I am physically fit, have trained sufficiently for participation in the Retreat and have not been advised otherwise by a qualified medical person. I hereby assume all risks of participation in the Activities and the Retreat, including without limitation, all Risks, whether such risks are caused (a) by the negligence or carelessness of or (b) from dangerous or defective equipment or property owned or provided in any way by the Released. I acknowledge that the Retreat is an extreme test of my physical and mental limits and carries with it the potential for serious injury, property loss and even death. I further acknowledge that Heather E. Hurt, Kelpytown Kove, Kelpytown Kove’s employees, contractors and agents, volunteers, the

owners or operators of any Retreat facilities or equipment provided, and the sponsors of Kelpytown Kove or the Retreats, are not licensed therapists, unless otherwise disclosed. I will not rely on Heather E. Hurt, Kelpytown Kove, Kelpytown Kove's employees, contractors and agents, volunteers, the owners or operators of any Retreat facilities or equipment provided, and the sponsors of Kelpytown Kove or the Retreats, for any therapeutic needs, and will not hold them responsible for my therapeutic needs.

3. **Waiver, Release, and Agreement Not to Sue.** I, and on behalf of my executors, administrators, heirs, successors, and assigns, hereby fully release, waive any claims I or they may have against, discharge and agree not to sue the Released or each of them from any and all liability to me or my executor, administrator, heirs, successors and assigns for any and all damage, injury, pain and suffering, or death of myself or the participant while participating in, while en route to or from a Retreat, or while participating in the Retreat or any Activities, whether caused by negligence or carelessness of the Released or otherwise.
4. **Indemnification and Hold Harmless.** I, both on my own behalf and as the parent or legal guardian of a participant of a Retreat, hereby agree to indemnify and hold harmless the Released and each of them from any loss, liability, or damage, including reasonable attorneys fees incurred in any suit, demand, or legal action arising out of any alleged injury, damage or death resulting from engaging in any Activities or participation in any Retreat, whether such injury, damage, pain and suffering, or death is alleged to or did as a result from the negligence or carelessness of any person.
5. **Medical Care.** Although I acknowledge that there is no obligation of any person to provide any participant with medical care during, prior to or after the Retreat, in the event medical treatment is provided to me or my child or legal guardian, I hereby consent to such care. Paragraphs 2 through 4 of this waiver and release shall apply to such medical care and such medical care shall be deemed to be an Activity.
6. **Personal Property.** I acknowledge and agree that I am responsible for my equipment and all personal property during the Retreat and that the Released are not responsible in any way for such property whether it is lost, stolen, or damaged.
7. **Disasters.** I acknowledge that events and occurrences can occur beyond the control of Kelpytown Kove or the Released that may impact a Retreat and or me. These events and occurrences include, without limitation, fire, wind,

hail, snow, ice, hurricanes, microburst, tornados, severe rain, flood, smoke, earthquakes, landslides, acts of war, acts of governments, terrorist acts, and loss of electricity and other utilities (collectively “Disasters”). What constitutes a Disaster shall be determined by Kelpytown Kove in its sole discretion. I further acknowledge and agree that Kelpytown Kove and the Released shall not be responsible for any injury, loss, damage, or expense associated with a Disaster. I hereby acknowledge that I shall not be entitled to a refund, partial or whole, in the instance that the Retreat is cancelled or shortened due to a Disaster.

8. **Words and Images.** I understand that during a Retreat I may be photographed, videotaped, and or my words may be recorded and I authorize and allow Kelpytown Kove and its sponsors to use such images, words and likenesses for marketing, on websites, in brochures or other writings, including social media, and any other legitimate purpose.
9. **Interpretation and Governing Law.** This document shall be construed broadly to provide a release and waiver to the maximum extent permitted under New York law. If any portion of this document shall be held as invalid, it is agreed that the balance shall continue to be in full force and effect. This document shall be governed by the laws of the State of New York.

Printed Name

Signature

Date: _____ Age: _____

Signature of Parent or Guardian (if Participant us under 18 years old)