

# SILVER LININGS

## LIABILITY WAIVER

I acknowledge that the activities and services provided by Silver Linings Retreats, a UK Limited Company (company number 10205595) involve physical exercise and/or dietary modifications that can be strenuous and may cause bodily injury.

I understand that there is an inherent risk of bodily injury when choosing to participate in any physical exercise, sport, wellness, nutritional and/or recreational activities, including services. My participation in the services is a voluntary activity in all respects and I assume all risks of bodily injury and illness that may result from the services.

In consideration of Silver Linings Retreats, and all other persons acting in any capacity on behalf of Silver Linings Retreats in providing the services, along with the owner or owners of the premises in which the services are provided, their respective insurers, heirs, personal representatives, successors and assigns, (collectively, the "Released Parties"), I hereby waive, to the fullest extent permitted by law and on behalf of myself, my children\*, my heirs, my assigns, personal representatives and all other persons acting on my behalf, the right to bring any suit, action or claim of any kind against any Released Party as a result of my participation in the services and hereby release and discharge, to the fullest extent permitted by law and on behalf of myself, my children, my heirs, my assigns, personal representatives and all other person acting on my behalf, the Released Parties, in any capacity, as follows: from any and all liability, claims and causes of action of any nature whatsoever arising from bodily injuries or illness (including emotional and psychological injuries or illness, and death), and damages (both economic and non-economic) or losses of any kind which I may have or which may accrue to me on account of my participation in the services, regardless of whether such injuries result, in whole or in part, from the negligence of any Released party.

\*All childcare (including all childcare activities) on retreat is fully managed by the hotel and Silver Linings Retreats accepts no liability for any of these activities.

I further agree to indemnify and hold harmless and defend the Released Parties from any and all liabilities, claims and causes of action of any nature whatsoever resulting from injuries or illness, damages (both economic and non-economic) or loss, including attorney fees, sustained by me arising out of or in connection with or in any way associated with my participation in the services or resulting from my breach of any of the terms of this document.

I acknowledge that I have been advised to consult with my physician before I undertake any physical activity or nutritional or exercise program, including the services. I certify that I am in good health and sufficient physical condition to participate in the Services.

I further acknowledge that the Released parties are neither responsible for nor liable for any loss of or theft of any personal property brought by me or left by me at any service provided by Silver Linings Retreats and I hereby release the Released Parties from any liability for such loss or theft.

As part of our Services you will have access to health, fitness and wellbeing information and will be able to participate in live or video-on-demand classes, activities and any other products and/or services which are provided by third party trainers. You acknowledge that such information and the Sessions are designed for educational and entertainment purposes only and you should not rely on this information as a substitute for, nor does it replace, professional medical advice or treatment. The use of any information provided on our Services is solely at your own risk. You also understand that the Sessions together with any health, fitness and nutritional information are provided by third parties and we take no responsibility for such content. You acknowledge that some of the Sessions may be

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physically demanding and you understand that it is your responsibility to consult with your doctor prior to participating in the Sessions to ensure that you are fit and well enough to take part and that your participation in the Sessions will not pose any unusual or serious risks to your health and well-being. By accessing our Services and taking part in any of the Sessions you warrant and represent that you are fit and healthy to take part in the Sessions.

You hereby waive, release, covenant not to claim, and discharge us from any and all claims arising out of your participation in any of the Sessions.

I acknowledge that none of the Released Parties has represented to me or provided me with any assurance of any kind that my participation in the services will result in any particular physical, psychological or other outcome, such as weight loss, psychotherapeutic benefits or the ability to perform any sport or other physical activity.

I agree that I will not copy, photograph, broadcast, retransmit or otherwise record in any manner any portion of any service or any written or other tangible materials used in connection with any service and that my participation in the services is solely for my own personal use and not for use by any other person or for any commercial purpose whatsoever.

I acknowledge that I have read and fully understand this Waiver of Liability and Release as set forth above and that I am signing it voluntarily with full knowledge of its contents.

This Liability Waiver was last updated 11 February 2022