

C'EST *la vie*

WELLNESS & RETREATS

WAIVER AND RELEASE OF LIABILITY

ACTIVITY:

Retreat name:

Date of retreat:

In hereby acknowledge, as it relates to the risk of injury while participating in C'est la vie Wellness Retreat named on this page ("The activity"), I hereby, for myself, my heirs, executors, administrators, assigns, and/or personal representatives, knowingly and voluntarily enter into this waiver and release of liability and hereby waive and release any and all rights, demands, claims and/or causes of action of any kind whatsoever arising out and /or relating to my participation in the Activity, and do hereby release and forever discharge C'est la vie Wellness Retreat LLC, Armelle Mesguich, their agents, representatives, employees, members, managers, subcontractors and any entity either of them are affiliated with, as well as the organizers of C'est la vie Wellness Retreat that will take place in Bel air Tremblant, Mont Tremblant, Quebec, Canada and their affiliates, managers, members, agents, attorneys,, staff, subcontractors volunteers, heirs, representatives, predecessors, successors and assigns (collectively the "Released Parties"), for any physical and psychological injury, loss, damage of any kind, including but not limited to illness, paralysis, death, damages, economical or emotional loss, that I may suffer as a result of my participation in the forementioned Activity, including traveling to and from an event related to this Activity.

I AM VOLUNTARILY PARTICIPATING IN THE AFOREMENTIONED ACTIVITY AND I AM PARTICIPATING IN THE ACTIVITY ENTIRELY AT MY OWN RISK. I AM AWARE OF THE RISKS ASSOCIATED WITH TRAVELING TO AND FROM AS WELL AS PARTICIPATING IN THIS ACTIVITY, WHICH MAY INCLUDE, BUT ARE NOT LIMITED TO, PHYSICAL AND PSYCHOLOGICAL INJURY, PAIN, SUFFERING, ILLNESS, DISFIGUREMENT, TEMPORARY OR PARMANENT DISABILITY (INCLUDING PARALYSIS), ECONOMIC OR EMOTIONAL LOSS, AND DEATH. I UNDERSTAND THAT THESE INJURIES OR OUTCOMES MAY ARISE FROM MY OWN OR OTHERS' NEGLIGENCE, CONDITIONS RELATED TO TRAVEL, OR THE CONDITION OF THE CTIVITY LOCATION(S). NONETHELESS, I ASSUME ALL RELATED RISKS, BOTH KNOWN OR UNKNOWN TO ME, OF MY PARTICIPATION IN THIS ACTIVITY, INCLUDING TRAVEL TO, FROM AND DURING THIS ACTIVITY.

I agree to indemnify, defend and hold harmless the Released parties, including, but not limited to, Armelle MESGUICH, C'est la Vie Wellness Retreat LLC against any and all claims, demands, suits and/or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including payment of attorney's fees and any related costs for any claims made by me or by anyone else acting on my behalf.

I acknowledge that the Release Parties, including but not limited to , C'est la Vie Wellness Retreat LLC, Bel Air Tremblant and their officers, volunteers, employees, representatives and/or agents, and subcontractors are not responsible for errors, omissions, acts or failures to act of any party or entity conducting a specific event or activity on behalf of , C'est la Vie Wellness Retreat LLC .

I ACKNOWLEDGE THAT THIS ACTIVITY MAY INVOLVE A TEST OF A PERSON'S PHYSICAL AND MENTAL LIMITS AND MAY CARRY DIRECTLY OR INDIRECTLY WITH IT THE POTENTIAL FOR DEATH, SERIOUS INJURY AND PROPERTY LOSS.

The risks may include, but are not limited to, those caused terrain, facilities, temperature, weather, lack of hydration, condition of participants, equipment, vehicular traffic and actions of others, including but not limited to, participants, volunteers, spectators, instructors and event monitors and/or producers of event.

I ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS "WAIVER AND RELEASE" AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY. I EXPRESSLY AGREE TO RELEASE AND DISCHARGE Armelle Mesguich organizer of C'est la Vie Wellness Retreat LLC AND ALL OF ITS AFFILIATES, MANAGERS, MEMBERS, AGENTS, ATTORNEYS, STAFF, SUBCONTRACTORS VOLUNTEERS, HEIRS, REPRESENTATIVES, PREDECESSORS, SUCCESSORS, AND ASSIGNS FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION AND I AGREE TO VOLUNTARILY GIVE UP OR WAIVE ANY RIGHT THAT I OTHERWISE HAVE TO BRING A LEGAL ACTION AGAINST C'est la Vie Wellness Retreat LLC FOR PERSONAL INJURY OR PROPERTY DAMAGE.

To the extent that statute or case law prohibits releases for negligence, this release is also for any negligence on the part of the Released parties, including but not limited to, C'est la Vie Wellness Retreat LLC, its agents and employees.

Understand and acknowledge that I have been advised to consult with my physician before I undertake any physical activity or nutritional or exercise program, including the Activity. Certify that I am in good health and sufficient physical condition to participate to the Activity and I assume full responsibility for my medical condition as it relates to my participation in the Activity.

In the event that I should require medical care or treatment, I agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance under my own acknowledgment, decision and responsibility.

In the event that any damage to equipment or facilities occurs as a result of my or my family's willful actions, neglect or recklessness, directly or indirectly, I acknowledge and agree to be held liable for any and all costs associated with any actions of neglect or recklessness.

I voluntarily agree to fully assume all the foregoing risks and accept sole responsibility for any injury to myself (including, but not limited to, personal injury, disability, and death), illness, damage, losses, claim, liability or expenses, of any kind, that I may experience or incur in the connection with my participation in the Services (“Claims”). On my behalf, I hereby release, covenant not to sue, discharge, and hold harmless the Released Parties of and from the Claims, including all liabilities, claims, actions, damages, costs, or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of the release parties, whether a Covid-19 or any other infections, occurs before, during or after participation in the Services.

I agree that I have had, here or through previous exchanges or reviews or any information, actively or passively required, sufficient information about the retreat and any services provided with C’est La Vie Wellness retreats, and will not complain, contest and claim any money, reimbursement, or compensation of any kind about a non sufficient, incomplete or false information.

This Agreement was entered into at arm’s length, without duress or coercion, and is to be interpreted as an agreement between two parties of equal bargaining strength. It is agreed that this agreement is clear and unambiguous as to its terms, and that no other evidence will be used or admitted to alter or explain the terms of this Agreement, but that it will be interpreted based on the language in accordance with the purpose for which it is entered into.

In the event that any provision contained with this Assumption of Risk, Hold Harmless and Release of Liability shall be deemed to be invalid, or if any term, condition, phrase or portion of this agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of this agreement shall remain in full force and effect and the severed clause shall not affect the intent of the parties. If a court should find that any provision of this agreement to be invalid or enforceable, then said provision shall be deemed to be written, construed and enforced as so limited. In the event of any ambiguity, it shall not be construed against the drafter.

Photographic consent and release

I hereby consent to use, reproduction, editing and/or broadcast by C'est la Vie Wellness Retreat LLC of any and all photographs, video, recordings and audio recordings of me taken by and on behalf of C'est la Vie Wellness Retreat LLC, during the Retreat, without compensation to me. All negatives and positives, prints, video-recordings shall constitute the property of C'est la Vie Wellness Retreat LLC, solely and completely.

I release the released Parties and C'est la Vie Wellness Retreat LLC and those acting pursuant to its authority from liability for any violation of any personal and proprietary right I may have in connection with such use.

This Agreement was entered into at arm's length, without duress or coercion, and is to be interpreted as an agreement between two parties of equal bargaining strength.

Both the Participant and C'est la Vie Wellness Retreat LLC agree that this agreement is clear and unambiguous as to its terms, and that no other evidence will be used or admitted to alter or explain the terms of this Agreement, but that it will be interpreted based on the language in accordance with the purpose for which it is entered into. In the event of any action is filed arising out of or relating to this Agreement, venue shall lie exclusively in Miami-Dade County, thee parties waive forum non conveniens and WAIVE RIGHT TO TRIAL BY JURY.

In the event that any provision contained with this Release of Liability shall be severable or invalid, or if any term, condition, phrase or portion of this agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of this agreement shall remain in full force and effect, so long as the clause severed does not affect the intent of the parties. If a court find that any provision of this agreement to be invalid or enforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed and enforced as so limited.

In the event of an emergency, please contact the following person(s) in the order presented:

I, the undersigned participant, affirm that I am of the age of 18 years or older, and that I am freely signing this agreement. I certify that I have read this agreement, that I fully understand its content and that this release cannot be modified orally.

I am aware that this is a release of liability and a contract and I am signing it of my own free will.

Email:

Emergency contact 1:

Name:

Relationship to you:

Contact 1 telephone:

Emergency contact 2:

Name:

Relationship to you:

Contact 2 telephone:

By signing below, you acknowledge that you have read and understood the entire Agreement.

Signature:

Date:

A copy of your responses will be emailed back to the address you provided.

This document needs to be signed and returned to us by mail at Armelle@cestlaviewwellnessretreat.com at the moment of your booking