



# WAIVER, AGREEMENT, AND RELEASE OF LIABILITY

## PLEASE READ CAREFULLY

1. I understand and am aware that strength, flexibility, and aerobic exercise, including the use of equipment and machines, is potentially hazardous activity. I also understand that fitness activities involve a risk of injury and even death, and that I am voluntarily participating in these activities that could be dangerous. I am aware that during the retreat in which I am participating under the arrangements of Mountain Trek Fitness Retreat & Health Spa Ltd. and their associates and agents, that certain risks and dangers may arise, including, but not limited to, the hazards of traveling in mountainous terrain, illness or accidents in remote places without access to immediate medical facilities, the forces of nature, and travel by air, bus, water, automobile or other means of transportation. I hereby agree to expressly assume and accept any and all risks of injury or death.

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2. I do hereby further declare myself to be physically sound and suffering from no condition, impairment, disease, infirmity, or other illness that would prevent my participation in activities or in the use of exercise equipment and machinery. I also acknowledge that it has been recommended that I have a yearly or more frequent physical examination and consultation with my physician as to physical activity, exercise, and use of exercise and training equipment so that I might have his/her recommendations concerning these fitness activities and equipment use. I acknowledge that I have either had a physical examination and have been given my physician's permission to participate, or that I have decided to participate without the approval of my physician and hereby do assume all responsibility for my participation in all activities.

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3. In consideration of and as part payment for the right to participate in such retreats or activities and other services arranged for me by Mountain Trek Fitness Retreat & Health Spa Ltd. and its agents and associates, I have and hereby do assume all of the above risks. I do hereby waive, release, and forever discharge its officers, agents, employees, contractors, representatives, executors, and all others from any and all responsibilities or liability from injuries, damages, or death resulting from my participation in any activities or my use of equipment or machinery in the above-mentioned activities, and will hold them harmless from and defend them against any and all liability, action, suit, debts, demands and claims of any sort and nature whatsoever which I now have or may hereafter arise out of or in connection with my trip or participation in any other activities arranged for me by Mountain Trek Fitness Retreat & Health Spa Ltd. and its agents and associates. This agreement shall serve as release and assumption of risk for myself, and my heirs, assigns, administrators, executors, and all members of my family. This document may be signed and sent by email and remain legal and valid. I agree that as per Mountain Trek Fitness Retreat & Health Spa Ltd.'s insurance policy, any legal action taken against Mountain Trek Fitness Retreat & Health Spa Ltd. and its agents and associates must use a Canadian court.

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4. I declare that I have read and understood Mountain Trek Fitness Retreat & Health Spa Ltd.'s terms and conditions, entitled "The Fine Print" which follows as an addendum to this waiver and is also printed on the Mountain Trek website, and agree to these terms and conditions as they relate to my retreat with the company. I declare that I have been advised to purchase CANCELLATION INSURANCE in case my retreat at Mountain Trek is altered through cancellation, delay in arriving, or early departure.

I A C C E P T

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NAME

PHONE

DATE OF ARRIVAL

SIGNATURE

DATE

WITNESS SIGNATURE

DATE

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## THE FINE PRINT

### PAYMENT TERMS

The program cost is \$4850 USD per guest per week, with a deposit taken at booking. The balance of the payment will be automatically processed on the Saturday arrival date. We accept VISA, MasterCard, and AMEX. The cost of the full Program includes: private room w/bathroom; all meals and snacks; daily personal laundry service; all the activities prescribed for your Program; three (50-minute) massages each week; use of onsite amenities, daypacks and hiking poles; gift of a heart rate monitor, water bladder and handbook; and transfers between Castlegar, Spokane, or San Diego airports to the Lodge on Saturdays only at standard times (please check with the reservation staff about our shuttle schedule).

- Extra massages and activities are available for an additional cost.
- Airfare to Spokane, Castlegar or San Diego (Rancho La Puerta only) is not included.
- Taxes are included.

### PRICING POLICY

The following are not included in the Program price: airfare or transportation costs (other than standard Castlegar, Spokane or San Diego airport transfers); airport departure taxes; baggage insurance; any expenses related to delay; early departure or cancellation of a trip whatsoever. There is a menu of optional extra services that you have received by email for consideration and pricing.

I A C C E P T

### CANCELLATION POLICY

Deposits and Program fees are non refundable/non transferable.

We highly recommend the purchase of cancellation insurance in the event that you are unable to fully complete your Program. If you require assistance arranging your cancellation insurance, we recommend that you call Karen or Shelley at Totem Travel, toll free 1-866-364-1254 or direct 1-250-364-1254.

Refunds or credits are not given for early departures from or delayed arrivals to a Program for any reason. Refunds or credits are not given for the inability or refusal to complete a Program. Refunds or credits are not given for prepaid activities booked in advance if they are available but not taken during the Program.

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