RELEASE OF LIABILITY AND
ASSUMPTION OF RISK AGREEMENT

PLEASE READ CAREFULLY

Alysa Rushton, Alysa Rushton LLc. and all members of the staff who have co-created this Alysa Rushton Transformation Retreat, and are associated with it, are hereinafter referred to as the "Alysa Team".

1. I, (insert name) voluntarily agree to attend and participate in my Private VIP week long retreat with Alysa Rushton which consists of a total of 7 half days at Mauna Lani January 22nd through January 28th.
2. I understand I may choose NOT to participate in any activity at any time during the Retreat and I do so voluntarily.
3. I understand that Alysa Rushton LLC and Alysa Rushton may choose to cancel the retreat at any time for any reason. If in the event of an Acts of God and weather cancelation that results in activities being canceled more than 3 days in a row, the retreat payment will be refunded 100%.
4. I understand that Alysa Rushton LLC and Alysa Rushton have strive to have a harassment free environment and has a strict INAPPROPRIATE BEHAVIOR POLICY:
    a. Any of the following behaviors will result in your immediate removal from the retreat and no refunds will be given.
        i. Sexual advances
        ii. Drinking
        iii. Drugs
        iv. Violent or abusive behavior or language
5. I understand and acknowledge there may be risks not known to me or are not reasonably foreseeable at this time. I HEREBY EXPRESSLY AGREE TO ASSUME ALL RISKS, KNOWN OR UNKNOWN, WHICH MAY BE ENCOUNTERED BY MY PARTICIPATION IN, OR ANY OTHER PERSON'S PARTICIPATION IN, THE RETREAT.
6. I understand I am fully responsible for my belongings I have brought to the Retreat. Any personal property, which is lost or missing, is my responsibility, however, the Alysa Team will announce and attempt to return any lost items found during the Retreat. I acknowledge that the Alysa Team has advised me to purchase insurance to cover travel and to cover delay or cancellation due to circumstances beyond the Alysa Team's control. The Alysa Team is not responsible for the costs of such insurance coverage.
7. Furthermore, in consideration of Alysa Rushton, Alysa Rushton LLc. and the Alysa Team allowing me to participate in the Retreat, I HEREBY RELEASE, WAIVE, DISCHARGE FROM AND PROMISE NOT TO SUE THE ALYSA TEAM, ALYSA RUSHTON LLC. ITS OWNERS, SHAREHOLDERS, OFFICERS, AGENTS OR EMPLOYEES, AND EACH OF THEM, FOR ALL LIABILITIES, CLAIMS, DEMANDS, RESPONSIBILITIES, CAUSES OF ACTION, OR EXPENSES (INCLUDING, WITHOUT LIMITATION, JUDGMENTS, ATTORNEYS' FEES AND COURT COSTS) ARISING OUT OF OR RELATED TO THE NEGLIGENCE OF THE ABOVE-NAMED PARTIES OR OTHERWISE. Nonetheless, this Agreement does not cover any injury, death or damage arising out of any gross negligence or reckless or intentional misconduct of the party to be released.

8. In further consideration of the Alysa Team allowing me to participate in the Retreat, I HEREBY AGREE TO INDEMNIFY, PAY, PROTECT, DEFEND AND HOLD HARMLESS THE ALYSA TEAM, ITS OWNERS, SHAREHOLDERS, OFFICERS, AGENTS OR EMPLOYEES, AND EACH OF THEM FROM ALL LOSSES, LIABILITIES, DAMAGES OR COSTS ARISING OUT OF OR RELATED TO THE RETREAT, WHETHER CAUSED BY THE NEGLIGENCE OF THE ALYSA TEAM, ITS OWNERS, OFFICERS, AGENTS OR EMPLOYEES OR OTHERWISE.
9. Participants are responsible for arranging their own medical coverage for medical care, emergency evacuation insurance, etc. By signing and submitting this form, I warrant that I have confirmed that I am covered for the costs of any treatments deemed medically necessary during my travel, or that I will make arrangements for supplementary coverage prior to the start date of the Retreat. Under no conditions will Alysa Team be responsible for the cost of medical treatment, emergency evacuation, or other complications due to medical emergency. In the event that I am incapacitated and unable to make decisions regarding my own medical care during the Retreat, I authorize Alysa Team to arrange for whatever care and treatments are deemed necessary by attending medical professionals. Alysa Team will attempt to reach my emergency contact (listed below) at the earliest opportunity in the case of an emergency.
10. I understand that the Alysa Team strongly recommends that I carry my own insurance that covers at least the following potential losses or events related to my participation in this experience: medical treatment, including medical emergency treatment; evacuation; personal property loss or theft; travel.
11. Arbitration**.** Any claim or controversy arising out of or relating to this Agreement, or the breach thereof, shall be subject to and settled by binding arbitration to be conducted in Waimea County, Hawaii. It shall be conducted pursuant to the Rules of Commercial Arbitration of the American Arbitration Association. Unless the parties agree in writing to a single arbitrator, arbitration shall be by a panel of three arbitrators and shall join all parties involved in the claim. The party demanding arbitration and the non-complaining party as a group shall each appoint an arbitrator within fifteen (15) days of the notice of one party demanding arbitration, and those two arbitrators shall pick a third arbitrator within fifteen (15) days. If the parties agree to one arbitrator, the third arbitrator shall preside over the arbitration; otherwise, all three arbitrators will preside. The parties shall be entitled to a reasonable discovery, as the arbitrator(s) shall deem appropriate under the circumstances. The arbitrator shall be empowered to award any form of relief in law or equity. Any award made by an arbitrator pursuant to this Agreement may be entered as a judgment in Hawaii Superior Court in and for Waimea County.
12. I expressly agree this Release is binding on my estate, heirs, administrators, next of kin and assigns. I agree this Release is the entire agreement between the Alysa Team, Alysa Rushton and Alysa Rushton LLc. and I with respect to the subject matter set forth herein, and any modifications or changes to this Release must be in writing and signed by me and an authorized representative of the Alysa Team. I also acknowledge this Release is intended to be as broad and inclusive as permitted by the laws of the State of Hawaii. I agree if any portion of this Release is determined to be invalid or unenforceable, that part will be amended to achieve, as nearly as possible, the same effect as the original and the balance of the Release shall remain in full force and effect.

I HAVE READ THIS RELEASE AND I FULLY UNDERSTAND ITS TERMS. I UNDERSTAND THAT I HAVE RELINQUISHED SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME.

IN WITNESS WHEREOF, this Release is duly executed this ____ day of _____, 20__, by:

_____ _____

Retreat Participant Signature Date

_____ _____

Retreat Participant Name Printed Phone Number

Emergency Contact Information:

_____

Name

_____

_____

Address

_____

Address (line 2) Include Country

_____

_____

Phone Number(s) (Include Country Code)

_____

Email Address of Emergency Contact

_

_____