## Sheri A. Rosenthal, DPM Inc 6727.421.0849 phone 706.636.3965 fax

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## RELEASE OF LIABILITY AND ASSUMPTION OF ALL RISKS

Sedona Spiritual Retreat: Embracing Oneness September 19th-24th, 2009 Led by Sheri Rosenthal, DPM

# PLEASE READ CAREFULLY: THIS IS A LEGALLY ENFORCEABLE WAIVER OF RIGHTS

#### **ASSUMPTION OF RISKS**

\_\_\_\_\_, acknowledge that I have voluntarily applied to participate on the trip designated on this application. I am voluntarily participating on the tour or expedition with knowledge that travel to foreign countries and/or the remote areas visited by this trip involves numerous risks and dangers including a risk of illness, injury or death, which may be caused by: forces of nature, civil unrest, terrorism, road conditions, injuries inflicted by animals, insects, reptiles or plants, trails, hotels, vehicles, boats or other means of conveyance which are not operated nor maintained to standards common in the United States; high altitude accident, accident or illness without access to means of rapid evacuation or the availability of medical supplies; the lack of adequacy of medical attention once provided, and negligence on the part of Sheri A. Rosenthal, DPM, her affiliated organizations and her employees, Shanti, teachers, volunteers or other agencies. I acknowledge that the enjoyment and excitement of foreign travel/ adventure travel is derived in part from the inherent risks incurred by travel and activity beyond the accepted safety of life at home or work, and that these inherent risks and the corresponding enjoyment and excitement contribute to the reason for my voluntary participation on this trip.

I HEARBY	ACCEPT	<b>ANY</b>	AND	ALL	RISKS	OF	ILLNESS,	INJU	RY,
<b>EMOTIONAL</b>	TRAUMA	OR	<b>DEATH</b>	AND	VERIFY	' THI	S STATE	<b>MENT</b>	BY
PLACING MY	/ INITIALS	HERE	:						

#### RELEASE

AS LAWFUL CONSIDERATION for being permitted by Sheri A. Rosenthal, DPM Inc to participate on such trips and activities, I hereby agree that I, my heirs, legal representatives or any member of my family will not make a claim against or sue Sheri A. Rosenthal, DPM Inc, Sheri Rosenthal, Shanti or any of their affiliated agents, employees, teachers or volunteers, for bodily injury, death, emotional trauma or property damage resulting from my participation in the tour or expedition. I THEREFORE RELEASE AND DISCHARGE SHERI A. ROSENTHAL, DPM INC, SHERI ROSENTHAL, SHANTI AND THEIR AGENTS, EMPLOYEES, TEACHERS AND VOLUNTEERS FROM

AND AGAINST ANY AND ALL LIABILITY ARISING FROM MY PARTICIPATION IN THE TOUR OR EXPEDITION EVEN THOUGH THAT LIABILITY MAY ARISE OUT OF NEGLIGENCE OR CARELESSNESS ON THE PART OF SHERI A. ROSENTHAL, DPM INC, SHERI A. ROSENTHAL, SHANTI OR THEIR AFFILIATED AGENTS, EMPLOYEES, TEACHERS OR VOLUNTEERS. If any portion of this agreement is unenforceable, the remaining portions shall remain in full force and effect. Under no circumstances shall Sheri A. Rosenthal, DPM Inc be liable to any tour participant for more than the land cost of the trip applied for on this document. I waive any charge-back rights and, in the event of dispute, requests for a refund will be made using the procedures described under "Cancellation and Refunds" as stated in the Terms and Conditions for this trip. All applications are subject to acceptance by Sheri A. Rosenthal, DPM Inc. Upon acceptance of my application, this agreement shall be deemed to have been entered into at St. Petersburg, Florida and shall be construed according to the laws of the State of Florida. In the unlikely event a legal dispute should arise involving any subject matter whatsoever, I agree that the exclusive venue for any legal action shall be St. Petersburg, Pinellas County, Florida.

I	<b>HEARBY</b>	ACCEPT	THE	<b>ABOVE</b>	PARAGRAPH	AND	VERIFY	THIS
S	STATEMENT BY PLACING MY INITIALS HERE:							

### KNOWING AND VOLUNTARY EXECUTION

**EXECUTED THIS** 

I have carefully read and fully understand the contents of this agreement as well as all the conditions as stated under the heading "Terms and Conditions" (see attached pages) including those conditions regarding responsibility borne by trip participants and conditions regarding cancellations and refunds. I am aware, that this is a release of liability and a legally binding and enforceable contract between myself and Sheri A. Rosenthal, DPM Inc and I sign it of my own free will.

SIGNATURE_	
PRINT NAME AS	
SIGNED	

DAY OF

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