

RELEASE OF LIABILITY AND ASSUMPTION OF ALL RISKS

Brave • Soul*Full • Intuitive You!

Asilimar, Monterey Peninsula - Sept 5-9th, 2012

Led by: Flora Bowley & Catherine Just

Sponsored by: Journeys of the Spirit®

727.421.0849 phone

727.344.1339 fax

<http://www.journeysofthespirit.com/trips/monterey-peninsula-photography-workshop/>

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

ASSUMPTION OF RISKS

I _____, acknowledge that I have voluntarily applied to participate on the trip designated on this application. I am voluntarily participating on the retreat with knowledge that travel to areas visited by this trip involves possible risks and dangers including a risk of illness, injury or death, which may be caused by: forces of nature, road conditions, injuries inflicted by animals, insects, reptiles or plants, trails, hotels, vehicles, or negligence on the part of Sheri A. Rosenthal, DPM Inc, DBA ("does business as") Journeys of the Spirit®, her affiliated organizations and her employees, Flora Bowley, Catherine Just, teachers, volunteers or other agencies. I acknowledge that the enjoyment and excitement of 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. (This retreat is considered a low risk event.)

I HEARBY ACCEPT ANY AND ALL RISKS OF ILLNESS, INJURY, EMOTIONAL TRAUMA OR DEATH AND VERIFY THIS STATEMENT BY PLACING MY INITIALS HERE: _____.

RELEASE

AS LAWFUL CONSIDERATION for being permitted by Journeys of the Spirit® 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 Journeys of the Spirit®, Sheri Rosenthal, Flora Bowley, Catherine Just 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 retreat. I THEREFORE RELEASE AND DISCHARGE JOURNEYS OF THE SPIRIT®, SHERI ROSENTHAL, FLORA BOWLEY, CATHERINE JUST AND THEIR AGENTS, EMPLOYEES, TEACHERS AND VOLUNTEERS FROM AND

AGAINST ANY AND ALL LIABILITY ARISING FROM MY PARTICIPATION IN THE RETREAT EVEN THOUGH THAT LIABILITY MAY ARISE OUT OF NEGLIGENCE OR CARELESSNESS ON THE PART OF JOURNEYS OF THE SPIRIT®, SHERI ROSENTHAL, FLORA BOWLEY, CATHERINE JUST 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 Journeys of the Spirit® 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 Journeys of the Spirit®. 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 HEARBY ACCEPT THE ABOVE PARAGRAPH AND VERIFY THIS STATEMENT BY PLACING MY INITIALS HERE: _____.

KNOWING AND VOLUNTARY EXECUTION

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 Journeys of the Spirit® and I sign it of my own free will.

EXECUTED THIS _____ DAY OF _____ 20____

SIGNATURE _____

**PRINT NAME AS
SIGNED _____**