



Responsibility/Limitation of Liability Form

This Responsibility/Limitation of Liability Form ("Form") is a legally binding document between [The Athlete's Spa] ("Company") and the undersigned participant ("Participant") in relation to the participation of the Participant in retreat stays and excursions organized by The Athlete's Spa Retreat.

1. **Acknowledgement of Risks**: The Participant acknowledges that participation in retreat stays and excursions organized by The Athlete's Spa Retreat carries inherent risks and dangers including, but not limited to, the risks associated with physical activities, outdoor activities, transportation, and accommodation. The Participant understands and accepts that such risks cannot be entirely eliminated.

2. **Assumption of Risks**: The Participant voluntarily assumes all risks and dangers associated with participation in retreat stays and excursions organized by The Athlete's Spa Retreat, including the risk of injury, illness, loss, or damage to personal property.

3. **Release of Liability**: In consideration of being permitted to participate in retreat stays and excursions organized by The Athlete's Spa Retreat, the Participant hereby releases, waives, discharges, and covenants not to sue the Company, its officers, directors, employees, agents, contractors, and representatives ("Released Parties") from any and all liabilities, claims, demands, actions, or causes of action that the Participant, or the Participant's heirs, executors, administrators, or assigns may have for any loss, damage, injury, or death, including any loss, damage, injury, or death caused by the negligence, gross negligence, or willful misconduct of the Released Parties.

4. **Limitation of Liability**: To the fullest extent permitted by law, the Participant agrees that the Company shall not be liable for any direct, indirect, incidental, special, consequential, or punitive damages, or any other damages whatsoever, arising out of or in connection with participation in retreat stays and excursions organized by The Athlete's Spa Retreat, including but not limited to damages for personal injury, illness, emotional distress, loss of profits, loss of revenue, loss of opportunity, loss of goodwill, loss of data, or any other intangible losses, whether based on warranty, contract, tort (including negligence), or any other legal theory.

5. ****Indemnification****: The Participant agrees to indemnify, defend, and hold harmless the Company and the Released Parties from and against any and all liabilities, claims, demands, actions, damages, losses, costs, expenses, including reasonable attorneys' fees, arising out of or in connection with the Participant's participation in retreat stays and excursions organized by The Athlete's Spa Retreat.

6. ****Severability****: If any provision of this Form is held to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable to the fullest extent permitted by law.

By signing below, the Participant acknowledges that they have read, understood, and voluntarily agreed to all the terms and conditions set forth in this Responsibility/Limitation of Liability Form.

Participant's Signature: _____

Printed Name of Participant: _____

Date: _____

[Company Representative Signature]: _____

Printed Name of Company Representative: _____

Date: _____

The Athlete's Spa
65 Red Hills Road
Kingston 20
Jamaica, W.I.

876-895-0306

theathletespa@gmail.com

www.theathletespa.com

