



LIABILITY WAIVER AND RELEASE OF CLAIMS

- 1. I, the undersigned participant listed below, desire to participate in intensive training sessions involving travel (the "Activity") operated by Cherie Lindberg, LLC (the "Company"). I am freely agreeing to execute this Liability Waiver and Release of Claims. I acknowledge that Cherie Lindberg, LLC and its directors, officers, counselors, employees, and volunteers (the "Released Parties") are relying upon this Liability Waiver and Release of Claims in managing risk and that it will govern my actions and responsibilities in connection with the Activity.
2. I understand that my participating in the Activity will involve physical activity and that there is a risk of injury from the Activity. Specific risks include, but are not limited to, tripping or falling while hiking, emotional releases while processing, loss of luggage while traveling, cancellation of flight(s). I acknowledge that I have voluntarily chosen to participate in the Activity with full knowledge of the risks involved. I hereby agree to expressly assume and accept all risks of injury associated with the Activity, even those arising from the negligent acts or omissions of Cherie Lindberg, LLC or the other Released Parties described above. This Liability Waiver and Release of Claims does not include those arising out of the intentional or reckless conduct of Cherie Lindberg, LLC or the other Released Parties.
3. I, for myself and my heirs, assigns, personal representatives, and next of kin ("my successors"), hereby release and hold harmless Cherie Lindberg, LLC and the other Released Parties, and waive any and all claims against Cherie Lindberg, LLC and the other Released Parties for any injury, disability, death, loss or damage of any kind or nature sustained by me in connection with or arising out of my participation in the Activity, including those caused by the negligent acts or omissions of Cherie Lindberg, LLC or any other Released Party. I understand that I am not waiving or releasing any claims arising out of the intentional or reckless conduct of Cherie Lindberg, LLC or the Released Parties.
4. I agree, for myself and my successors, that this Liability Waiver and Release of Claims constitutes a binding contract which may only be modified in writing by myself and Cherie Lindberg, LLC. Every term and provision hereof is intended to be severable and if one or more provisions is deemed to be invalid or unenforceable, the remainder shall remain in full force and effect. This Liability Waiver and Release of Claims will remain in effect for the duration of my relationship with Cherie Lindberg, LLC, unless otherwise agreed in writing.
5. I certify that I am over 18 years old. I have read this document and fully understand its content. I understand that Cherie Lindberg, LLC has a business need to manage its risk. I will have the opportunity to bargain for my participation in the Activity, and if I decline to sign this Liability Waiver and Release of Claims form, Cherie Lindberg, LLC may decide to proceed with the Activity without my involvement.
6. I also agree to acquire travel insurance to cover this event in its entirety in case an emergency happens and I am unable to attend.

I ACKNOWLEDGE AND AGREE THAT SIGNING MY NAME BELOW CREATES A LEGAL AND BINDING AGREEMENT. I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL LEGAL RIGHTS BY SIGNING IT, AND AM SIGNING IT FREELY AND VOLUNTARILY WITHOUT INDUCEMENT. I HAVE HAD THE OPPORTUNITY TO ASK QUESTIONS REGARDING THIS WAIVER.

Signature: \_\_\_\_\_
Participant Name: \_\_\_\_\_
Date: \_\_\_\_\_