

## Waiver and Release of Liability

I .....(printed name) am participating in swimming retreats, swimming clinics, health programs, workshops and/or other wellness, body work,, exercise and activities (collectively, the “Activities”) offered by Swimwild Escape and/or its owners, licensees, managers, teachers, instructors, workshop presenters, guest speakers, employees, independent contractors, subsidiaries and associated entities.

I recognise that I must be in adequate physical and mental health to participate in the Activities. I understand that the Activities may require intense physical exertion, and I represent and warrant that I am physically fit and able to participate, and I have no medical condition that would prevent my full participation in the Activities. I recognise that the Activities may cause or aggravate a physical injury or medical condition. I understand that it is my responsibility to consult with a physician before my participation in the Activities. If I have done so, I have taken the physician’s advice. I understand that Swimwild Escape reserves the right to refuse my participation in any Activity on medical, fitness or any other grounds.

I am aware that my participation in the Activities could result in high blood pressure, fainting, heartbeat disorders, physical injury, heart attack or stroke and may aggravate pre-existing injuries. I understand that I could experience muscle, back, neck and other injuries as a result of my participation in the Activities. I understand my physical limitations and I am sufficiently self-aware to stop or modify my participation in any Activity before I become injured or aggravate a pre-existing injury.

In consideration of being permitted to participate in the Activities, I agree to the following: I assume full responsibility for any risks, injuries or damages (whether known or unknown) which I (or a minor of which I am guardian) might incur as a result of participating in the Activities at Swimwild Escape. I knowingly, voluntarily and expressly release and discharge Swimwild Escape from any and all Claims that I may have and I agree to indemnify and hold harmless Swimwild Escape in respect of any Liability or Loss incurred or suffered by Swimwild Escape as a result of or in connection with my participation (or the participation of a minor of which I am guardian) in the Activities. I expressly waive and disclaim any right that I may otherwise have to bring legal action or any other Claim against Swimwild Escape in respect of any Liability or Loss incurred or suffered as a result of or in connection with my (or a minor of which I am guardian) participation in the Activities including as a result of any negligence of Swimwild Escape.

For the purposes of this waiver: “Claim” includes but is not limited to any claim, demand, legal action, proceedings (whether arising in contract, tort, under statute, indemnity or otherwise), right of action however it arises and whether it is present or future, fixed or unascertained, actual or contingent, and to the extent the context permits, includes all of the associated Loss. “Liability” includes any liability, debt or obligation of any kind (whether actual, prospective or contingent). “Loss” includes any loss, damage, Liability, action, charge, cost, expense, fee or penalty of any kind.

I hereby understand that Swimwild Escape may from time to time photograph, video, or otherwise record classes or events occurring at its locations and place such photographs and videos on any of its associated business platforms. I hereby consent to the use of my image that may appear in any such photograph or video.

I acknowledge that I have carefully read this document and fully understand its contents. I voluntarily and knowingly agree to the terms and conditions stated herein. I am aware that by signing this document, I am giving up substantial rights, including my right to sue, and certain legal rights my heirs, next of kin, executors, administrators and assigns may have against Swimwild Escape.

I acknowledge and agree that this waiver is applicable in relation to all retreats, classes, courses, seminars and other Activities I attend or participate in operated by or on behalf of Swimwild Escape.

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Signature