

**SCORPION BAY HOTEL AND YOGALIGN / FITALIGN / ROOTED ALIGNMENT RETREAT WAIVER  
AND RELEASE OF ALL CLAIMS AND INDEMNITY AGREEMENT**

This contract is between the client and SCORPION BAY HOTEL AND YOGALIGN / FITALIGN / ROOTED ALIGNMENT and under the jurisdiction of Mexican law, heretofore referred to as SCORPION BAY HOTEL AND YOGALIGN / FITALIGN / ROOTED ALIGNMENT.

I, \_\_\_\_\_, agree and acknowledge that YogAlign / FitAlign, surfing, and other adventures at Scorpion Bay Hotel involves many inherent risks, dangers and hazards, including but not limited to, the use and operation of surfboards; impact of collision with surfboards including the fins and other attachments; skin irritations or abrasions; ear infections and injuries; impact to the beach and ocean floor; severe weather conditions; my ability to swim in dangerous ocean conditions; extreme water and air temperatures; the prevailing condition of the surf; under currents and tide; the possible existence of dangerous rocks, reefs, driftwood, logs, floating objects, and other hazards and obstructions, whether marked or unmarked in the area chosen for the surfing instruction; impact of collision with swimmers or other surfers or their surfboards, whether or not caused by the negligence of such swimmers or surfers; dangers involved in traveling to the surfing area including possible transportation provided by SCORPION BAY HOTEL AND YOGALIGN / FITALIGN / ROOTED ALIGNMENT and hazards involved in reaching the shoreline by foot; negligence on the part of SCORPION BAY HOTEL AND YOGALIGN / FITALIGN / ROOTED ALIGNMENT or its staff. I freely accept and fully assume all such risks, dangers and hazards including the possibility of personal injury to myself or others, my death or the death of others, property damage or loss to my property or the property of others.

In consideration of SCORPION BAY HOTEL AND YOGALIGN / FITALIGN / ROOTED ALIGNMENT agreeing to provide me with YogAlign and other wellness and activity instruction, adventure sports, horseback riding, fishing, cooking, exercise and training, and any and all other activities that may be provided by or organized or arranged by SCORPION BAY HOTEL AND YOGALIGN / FITALIGN / ROOTED ALIGNMENT (including transportation to and from the activities) (collectively, the "Services") as part of the YogAlign retreat I have registered for with SCORPION BAY HOTEL AND YOGALIGN / FITALIGN / ROOTED ALIGNMENT, I hereby agree as follows:

TO ASSUME AND ACCEPT ALL RISKS, DANGERS AND HAZARDS in connection with my use of and participation in the Services; TO WAIVE ANY AND ALL CLAIMS that I may have against SCORPION BAY HOTEL AND YOGALIGN / FITALIGN / ROOTED ALIGNMENT, their director, employees, representatives, and BETTINA BORRELLI TO RELEASE SCORPION BAY HOTEL AND YOGALIGN / FITALIGN / ROOTED ALIGNMENT from any and all liability for any loss, damage, injury or expense that I, or my next of kin, may suffer or incur as a result of my use of or participation in the Services due to any cause whatsoever, INCLUDING NEGLIGENCE ON THE PART OF SCORPION BAY HOTEL AND YOGALIGN / FITALIGN / ROOTED ALIGNMENT; TO HOLD HARMLESS, INDEMNIFY, AND DEFEND SCORPION BAY HOTEL AND YOGALIGN / FITALIGN / ROOTED ALIGNMENT from any and all liability for property damage, personal injury or death suffered by myself or by other as a result of my use of or participation in the Services; THAT THIS RELEASE AND INDEMNITY AGREEMENT shall be effective and binding on my heirs, next of kin, executors, administrators, and assigns, in the event of my death; TO OBEY all warnings, safety instructions, cautions and other notices provided to me by SCORPION BAY HOTEL AND YOGALIGN / FITALIGN / ROOTED ALIGNMENT; and SCORPION BAY HOTEL AND YOGALIGN / FITALIGN / ROOTED ALIGNMENT has the right to refuse to provide me with the Services if, in the sole opinion of SCORPION BAY HOTEL AND YOGALIGN / FITALIGN / ROOTED ALIGNMENT, my swimming abilities, health or the prevailing weather conditions could render it dangerous or unsafe to me or to others for me to use such Services.

This agreement shall be governed, construed, and enforced in accordance with the laws of Mexico, United States of America, or wherever the services are being performed.

I ACKNOWLEDGE THAT I AM HEREBY ADVISED TO CONSULT WITH AN ATTORNEY PRIOR TO SIGNING THIS AGREEMENT AND THAT I AM GIVING UP ANY LEGAL CLAIMS I HAVE AGAINST SCORPION BAY HOTEL & YOGALIGN / FITALIGN / ROOTED ALIGNMENT BY SIGNING THIS AGREEMENT.

I ACKNOWLEDGE THAT I AM SIGNING THIS AGREEMENT KNOWINGLY, WILLINGLY AND VOLUNTARILY IN EXCHANGE FOR THE SERVICES DESCRIBED IN THIS AGREEMENT, WHICH SERVICES I AM NOT ENTITLED TO RECEIVE EXCEPT AS A RESULT OF SIGNING THIS AGREEMENT.

I agree that my signature on this agreement (whether electronic, digital, or wet signature) indicates my acceptance of the terms and conditions of this agreement.

**Participant Name:** \_\_\_\_\_

**Participant Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_