

LAGREE YYC SCOTTSDALE WELLNESS RETREAT

SUPPLEMENTAL ASSUMPTION OF RISK, WAIVER OF LIABILITY, RELEASE, COVENANT NOT TO SUE AND INDEMNITY AGREEMENT

IMPORTANT - PLEASE READ CAREFULLY

This Agreement affects your legal rights, including your right to sue. It is in addition to, and does not replace, limit or supersede, the Assumption of Risk, Waiver of Liability and Indemnity Agreement previously executed by you in favour of Ululo Incorporated (dba: Lagree YYC). Both agreements remain in full force and effect and are intended to be interpreted together to provide the Released Parties with the broadest lawful protection.

PARTICIPANT INFORMATION

Participant Name *

Date of Birth *

Home Address *

City *

Province/State *

Postal/ZIP Code *

Phone *

Email *

Emergency Contact *

Relationship *

Emergency Contact Phone *

Emergency Contact Email

1. RETREAT AND SCOPE OF AGREEMENT

In consideration of being permitted to register for, attend and participate in the Lagree YYC Scottsdale Wellness Retreat in Scottsdale, Arizona (the "Retreat"), I acknowledge and agree to the terms of this Agreement. Participation includes, without limitation, travel to, from and within Arizona; hotel stays; Lagree and other fitness or exercise activities; yoga, stretching, meditation, wellness and educational sessions; hikes, walks and outdoor activities; swimming, pool and spa activities; meals, dining, social gatherings and receptions; excursions, tours and recreational activities; transportation arranged, recommended, coordinated or used in connection with the Retreat; activities at hotels, studios, restaurants, outdoor venues, spas and other third-party premises; scheduled, optional, informal and independently undertaken activities; and personal or free time before, during or after scheduled Retreat programming.

I acknowledge that some Retreat activities and services may be organized, hosted or provided by independent third parties and may be subject to separate terms, conditions and waivers.

2. VOLUNTARY PARTICIPATION AND PERSONAL RESPONSIBILITY

My attendance and participation are entirely voluntary. I am responsible for myself, my conduct, my decisions, my health, my safety, my personal property and my wellbeing at all times during the Retreat, including during scheduled activities, activities coordinated or attended by Lagree YYC personnel, and periods of personal or free time. The Retreat is not a supervised tour, medical program, custodial arrangement or undertaking by Lagree YYC to protect or safeguard me. I may decline or discontinue any activity at any time.

LAGREE YYC SCOTTSDALE WELLNESS RETREAT

SUPPLEMENTAL ASSUMPTION OF RISK, WAIVER OF LIABILITY, RELEASE, COVENANT NOT TO SUE AND INDEMNITY AGREEMENT

3. TRAVEL DOCUMENTS, ARRANGEMENTS AND INSURANCE

I am solely responsible for arranging and paying for my own travel to and from the Retreat unless expressly stated otherwise in writing, and for ensuring that I have valid travel documentation, entry permissions, transportation arrangements, adequate funds for personal and emergency expenses, and insurance appropriate to my circumstances.

Lagree YYC does not provide travel, health, accident, medical, evacuation, trip cancellation, trip interruption, baggage or other insurance for participants. I am solely responsible for obtaining and maintaining appropriate insurance coverage, including appropriate out-of-country emergency medical insurance. I understand that Canadian provincial health coverage may provide limited or no coverage for medical expenses incurred in the United States and that such expenses may be substantial.

I am strongly encouraged to obtain comprehensive travel insurance covering emergency medical treatment, hospitalization, ambulance services, medical evacuation or repatriation, trip cancellation or interruption, delay, baggage or personal property loss, and other unexpected travel-related expenses. I accept full financial responsibility for any medical, transportation, accommodation, evacuation, repatriation or other costs incurred by me.

4. MEDICAL FITNESS AND HEALTH RESPONSIBILITY

I am solely responsible for determining whether I am physically and medically able to travel and safely participate in the Retreat and its activities. I will not participate in an activity that I believe exceeds my abilities or is otherwise inappropriate for me; I will disclose relevant limitations to the appropriate instructor or activity provider where reasonably necessary for my safety; I will immediately discontinue participation if I experience concerning symptoms; and I am responsible for carrying and properly managing any medication, medical device or treatment I require. Lagree YYC and the Retreat organizers do not provide medical advice, medical supervision or medical services.

5. ACKNOWLEDGMENT AND ASSUMPTION OF RISK

I understand that international travel and participation in fitness, wellness, recreational, social and outdoor activities involve inherent and other risks, dangers and hazards, both known and unknown, foreseeable and unforeseeable. These may include slips, trips and falls; strains, sprains, fractures and other injuries; cardiovascular events; overexertion, dehydration, heat exhaustion and heat stroke; sun exposure and changing weather; uneven or slippery terrain; wildlife, insects or plants; swimming or water-related hazards; equipment malfunction or misuse; transportation accidents; pedestrian and roadway hazards; food allergies or foodborne illness; communicable disease; acts or omissions of other participants or third parties; theft or property loss; criminal acts; unfamiliar surroundings; alcohol consumption; delays or cancellations; emergency medical situations away from home; catastrophic injury; permanent disability; and death.

I knowingly and voluntarily accept and assume all such risks associated with my registration for, attendance at and participation in the Retreat, including risks arising during scheduled activities, optional activities, transportation, personal or free time, and activities recommended, arranged, coordinated or attended by Lagree YYC or any Released Party.

6. THIRD-PARTY PROVIDERS

Hotels, restaurants, transportation companies, fitness studios, tour operators, guides, instructors, wellness practitioners, excursion providers and other persons or businesses involved with the Retreat may be independent third parties and are not employees, agents, partners or representatives of Lagree YYC merely because Lagree YYC selected, recommended, reserved, coordinated, paid, communicated with or facilitated their services. Lagree YYC does not control and is not responsible for their acts, omissions, facilities, equipment, services or conduct. I agree to comply with any separate terms, instructions or waivers required by third-party providers.

7. TRANSPORTATION

Transportation may include vehicles, taxis, rideshare services, buses, shuttles, private transportation, walking or other modes. Whether transportation is arranged by me, another participant, Lagree YYC or a third party, I voluntarily assume all risks associated with such transportation. Lagree YYC does not warrant or guarantee the safety, condition, licensing, insurance, qualifications or conduct of any independent transportation provider or driver.

LAGREE YYC SCOTTSDALE WELLNESS RETREAT
SUPPLEMENTAL ASSUMPTION OF RISK, WAIVER OF LIABILITY, RELEASE,
COVENANT NOT TO SUE AND INDEMNITY AGREEMENT

8. PERSONAL TIME AND ACTIVITIES OUTSIDE THE SCHEDULE

Lagree YYC is not responsible for me during personal or free time, whether before, between or after scheduled Retreat activities. Any shopping, dining, sightseeing, exercise, spa use, nightlife, transportation, recreational activity or other activity I undertake independently is at my own discretion and risk. Recommendations, directions, reservations or suggestions by Lagree YYC do not constitute a representation, warranty or guarantee concerning safety, quality or suitability.

9. ALCOHOL AND OTHER IMPAIRING SUBSTANCES

If I choose to consume alcohol or any other lawful substance that may impair judgment or coordination, I accept full responsibility for my consumption, conduct, transportation decisions and personal safety. I agree not to participate in fitness, hiking or other physical activities if my ability to participate safely may be impaired. To the fullest extent permitted by law, the Released Parties are not responsible for injury, loss, damage or consequences arising from my voluntary consumption or resulting conduct.

10. RELEASE OF LIABILITY, WAIVER OF CLAIMS AND COVENANT NOT TO SUE

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, I RELEASE, WAIVE, DISCHARGE AND FOREVER HOLD HARMLESS Ululo Incorporated (dba: Lagree YYC), and its current and former parents, subsidiaries, affiliates, owners, shareholders, directors, officers, employees, instructors, contractors, agents, representatives, volunteers, organizers, successors and assigns (collectively, the "Released Parties") from any and all claims, demands, actions, causes of action, damages, losses, costs, liabilities or expenses of every kind arising from or relating in any way to my registration for, travel to or from, attendance at or participation in the Retreat.

This release includes, without limitation, claims relating to scheduled or unscheduled activities; personal or free time; fitness, wellness, hiking, recreational or social activities; transportation; accommodation; third-party services; illness, injury, disability or death; emergency or medical treatment; delay, cancellation or disruption; loss, theft or damage to property; and any occurrence during or connected with the Retreat.

I EXPRESSLY UNDERSTAND AND AGREE THAT THIS RELEASE INCLUDES CLAIMS ARISING FROM THE ORDINARY NEGLIGENCE, ACTS, ERRORS, OMISSIONS OR BREACH OF DUTY OF ANY RELEASED PARTY, INCLUDING NEGLIGENCE IN THE PLANNING, SELECTION, ORGANIZATION, COORDINATION, INSTRUCTION, SUPERVISION, FACILITATION OR PROVISION OF RETREAT ACTIVITIES OR SERVICES, TO THE FULLEST EXTENT SUCH CLAIMS MAY LAWFULLY BE RELEASED OR WAIVED.

I covenant not to sue or bring a claim against any Released Party in respect of matters released or waived by this Agreement. Nothing in this Agreement is intended to waive liability that cannot lawfully be waived under the law applicable to a particular claim; any such non-waivable liability shall be limited to the minimum extent required by law.

11. NO GUARANTEE OF SAFETY; NO DUTY TO SUPERVISE

Neither Lagree YYC nor any Released Party can guarantee my safety or eliminate all risks associated with travel or Retreat participation. The fact that an activity is scheduled, organized, coordinated, recommended, paid for, hosted or attended by Lagree YYC, its staff, instructors, organizers or representatives does not create a custodial relationship or constitute an assumption of responsibility for my personal safety, nor does it create a duty to continuously supervise, monitor or safeguard me beyond any duty that cannot lawfully be excluded.

12. INDEMNIFICATION

To the fullest extent permitted by applicable law, I agree to indemnify, defend and hold harmless the Released Parties from claims, liabilities, damages, losses, costs or expenses, including reasonable legal fees, arising from my acts or omissions; my breach of this Agreement; my failure to follow reasonable safety instructions; damage or injury caused by me to another person or property; or claims brought by or on behalf of me that have been validly released or waived under this Agreement.

LAGREE YYC SCOTTSDALE WELLNESS RETREAT

SUPPLEMENTAL ASSUMPTION OF RISK, WAIVER OF LIABILITY, RELEASE, COVENANT NOT TO SUE AND INDEMNITY AGREEMENT

13. EMERGENCY MEDICAL CARE

If I become ill or injured and am unable to communicate or make decisions for myself, I authorize Lagree YYC or its representatives, where reasonably practicable, to contact emergency services or arrange emergency medical assistance on my behalf. Lagree YYC does not undertake or guarantee that medical assistance will be available or provided. I accept full responsibility for all costs arising from medical care, emergency transportation, hospitalization, medication, evacuation, repatriation, additional accommodation or related expenses.

14. PERSONAL PROPERTY

I am solely responsible for my luggage, passport, money, jewelry, electronic devices and all other personal property. To the fullest extent permitted by law, Lagree YYC is not responsible for property that is lost, stolen, misplaced or damaged during travel or the Retreat, whether in a hotel, vehicle, studio, restaurant, activity venue or other location.

15. CHANGES, CANCELLATIONS AND EVENTS BEYOND LAGREE YYC'S CONTROL

Retreat activities, schedules, venues, instructors, transportation arrangements and other elements may change due to weather, availability, safety considerations, illness or circumstances beyond Lagree YYC's reasonable control. Lagree YYC does not guarantee that every advertised, proposed or scheduled activity will occur exactly as planned and, to the fullest extent permitted by law, shall not be responsible for losses or expenses arising from events outside its reasonable control, including severe weather, natural disasters, transportation interruptions, governmental actions, public health events, labour disruptions, closures or similar circumstances. Refund or cancellation rights, if any, are governed by the separate Retreat registration and cancellation terms.

16. COMPLIANCE WITH RULES AND CONDUCT

I agree to comply with reasonable instructions provided by Lagree YYC, instructors and activity providers; hotel, venue and third-party provider rules; applicable laws and regulations; and Lagree YYC policies and Retreat expectations. Lagree YYC may remove a participant from a particular activity or from the Retreat if, in its reasonable judgment, the participant's conduct creates a safety concern, materially disrupts the Retreat, negatively affects other participants or violates applicable policies. Unless required by law or expressly provided in the Retreat cancellation terms, removal for conduct does not create an entitlement to reimbursement of Retreat fees or other expenses.

17. RELATIONSHIP TO EXISTING LAGREE YYC WAIVER

I acknowledge that I have previously executed Lagree YYC's standard Assumption of Risk, Waiver of Liability and Indemnity Agreement. This Retreat Agreement is supplemental to that agreement; the existing agreement remains in full force and effect; this Agreement extends and clarifies my assumption of risk, release, waiver, covenant not to sue and indemnity obligations in relation to the Retreat, international travel and activities away from Lagree YYC's regular studio facilities; and, where both agreements apply, they are intended to be interpreted cumulatively so as to provide the Released Parties with the broadest lawful protection.

18. TERRITORIAL SCOPE; CANADA, UNITED STATES AND ARIZONA

This Agreement is intended to apply to the fullest extent permitted by applicable law in Canada and the United States of America, including without limitation the Province of Alberta and the State of Arizona, regardless of where an incident occurs or where a claim, action or proceeding is asserted. If the law of Arizona, another U.S. state, another Canadian province or territory, or any other jurisdiction is determined to apply notwithstanding the governing-law and forum provisions below, I intend that the assumption of risk, release, waiver, covenant not to sue, indemnity and other protections in this Agreement be enforced to the maximum extent permitted by that jurisdiction's law.

19. GOVERNING LAW, FORUM AND JURISDICTION

Unless applicable law requires otherwise, this Agreement shall be governed by and interpreted in accordance with the laws of the Province of Alberta and the applicable federal laws of Canada, without regard to conflict-of-law principles. To the fullest extent permitted by law, I irrevocably submit to the exclusive jurisdiction of the courts of Alberta, Canada, and agree that any legal action or proceeding arising from or relating to the Retreat or this Agreement shall be brought exclusively in Alberta. If a court determines that another jurisdiction's law or forum must apply, the parties intend that every lawful protection in this Agreement continue in effect to the maximum extent permitted by that law.

LAGREE YYC SCOTTSDALE WELLNESS RETREAT
SUPPLEMENTAL ASSUMPTION OF RISK, WAIVER OF LIABILITY, RELEASE,
COVENANT NOT TO SUE AND INDEMNITY AGREEMENT

20. SEVERABILITY, REFORMATION AND SURVIVAL

If any provision or portion of this Agreement is determined to be invalid, unlawful or unenforceable, it shall be severed, narrowed or reformed only to the minimum extent necessary so that the remaining provisions remain in full force and effect and the parties' intent to provide the Released Parties with the broadest lawful protection is preserved. The releases, waivers, covenant not to sue, indemnities and other provisions intended by their nature to survive shall continue after the Retreat ends.

21. ACKNOWLEDGMENT AND AGREEMENT

By signing below, I acknowledge and agree that I have carefully read this entire Agreement; understand its contents and the nature and extent of the risks; understand that I am responsible for obtaining appropriate travel and medical insurance; understand that Lagree YYC does not undertake to supervise or safeguard me during scheduled activities, transportation, personal time or otherwise; understand that this Agreement is intended to apply in Alberta, Arizona and elsewhere in Canada and the United States to the fullest extent permitted by applicable law; understand that I am assuming significant risks and waiving substantial legal rights, including the right to sue the Released Parties in circumstances described in this Agreement; have had the opportunity to ask questions and obtain independent legal advice; am signing freely and voluntarily; agree that this Agreement is binding upon me and my heirs, executors, administrators, personal representatives and assigns; and am at least eighteen (18) years of age and legally capable of entering into this Agreement.

REQUIRED PARTICIPANT ACKNOWLEDGMENTS

- ☐ I understand that I participate in the Retreat, including scheduled and optional activities, transportation and personal/free time, at my own risk to the fullest extent permitted by law.
- ☐ I understand that Lagree YYC does not undertake to continuously supervise, monitor or safeguard me, and that the presence of Lagree YYC personnel does not guarantee my safety.
- ☐ I understand that Lagree YYC does not provide travel or medical insurance and that I am responsible for obtaining and maintaining insurance appropriate to my circumstances, including out-of-country emergency medical coverage.
- ☐ I specifically understand that the release and waiver includes claims arising from the ordinary negligence, acts, errors or omissions of the Released Parties, to the fullest extent permitted by applicable law.
- ☐ I understand that this Agreement is intended to provide broad protection in Alberta, Arizona and elsewhere in Canada and the United States, subject to the law that a court determines is applicable.

REQUIRED PARTICIPANT ACCEPTANCE

Completion and acceptance of this Supplemental Agreement is a condition of registration for and participation in the Lagree YYC Scottsdale Wellness Retreat.

- ☐ I confirm that I have read and understand this Supplemental Agreement and voluntarily accept and agree to all of its terms and conditions.

Electronic/Typed Signature (Full Legal Name) *

Date (YYYY-MM-DD) *

Electronic completion or typed signature is intended to evidence the participant's acceptance of this Agreement. For online registration, Lagree YYC should retain the completed record, acceptance status, date/time and the version of the waiver presented.