RELEASE OF LIABILITY AND ASSUMPTION OF ALL RISKS

PLEASE READ CAREFULLY — THIS IS A LEGALLY BINDING WAIVER

Assumption of Risks

I, _____, acknowledge that I have voluntarily registered to participate in the Torch Peruvian Adventure Retreat with Jess Bycraft ("Retreat Host") and facilitated by InSynergy Wellness LLC (DBA InSynergy Retreats) ("Retreat Planner").

I understand that international travel and retreat participation involve inherent risks and dangers, including but not limited to: illness, injury, or death caused by forces of nature; civil unrest, war or terrorism; hazardous road or trail conditions; injuries inflicted by animals, insects, or plants; accidents involving transportation, accommodation, or activity providers; high-altitude exposure and altitude sickness; dehydration; any complications related to motion sickness; medical emergencies without immediate access to care; and limited medical attention or unavailable medical attention in remote locations.

I understand that this retreat takes place in Peru and involves activities and experiences that carry specific and heightened risks, including but not limited to: high-altitude trekking through Andean landscapes, glaciers, mountain lakes, and cloud forest terrain at elevations that may cause altitude sickness, dehydration, exhaustion, or other altitude-related medical conditions; adventure activities including rappelling, zip-lining, suspension bridge crossings, and iron rung climbing on cliff faces; remote and rural locations with limited or no immediate access to medical care or emergency services; transportation by private bus, domestic flights, scenic train, and other local transport on mountain and valley roads; participation in ceremonial and spiritual activities facilitated by independent third-party practitioners, including but not limited to sacred water rituals, individual shamanic blessings, and breathwork, meditation, and other holistic wellness practices; and exposure to jungle and forest environments, wildlife, insects, plants, and other natural elements.

I understand that participation in physical activities listed on this Torch Peruvian Retreat Itinerary and any other activities independently opted into (outside of InSynergy Retreats itinerary activities), such as independent hiking, additional excursions, and local transportation, carries additional risks. I voluntarily assume full responsibility for all risks, known and unknown, associated with participation in this retreat.

I ACCEPT FULL RESPONSIBILITY FOR MY SAFETY, HEALTH, AND CONDUCT DURING THIS RETREAT AND ACKNOWLEDGE THAT I PARTICIPATE ENTIRELY AT MY OWN RISK.

Release of Liability

As lawful consideration for being permitted to participate in this retreat, I, on behalf of myself, my heirs, legal representatives, successors, and assigns, hereby waive, release, and discharge the Retreat Host, the Retreat Planner, and all of their respective agents, officers, employees, facilitators, contractors, instructors, guides, and volunteers from any and all liability for claims related to bodily injury, illness, emotional distress, death, loss, or property damage, whether arising from negligence or otherwise.

This release applies to any claim or cause of action arising out of or related to participation in the retreat or associated travel, including but not limited to:

- Acts of God or nature
- Pandemics, epidemics, or quarantines
- Weather events
- Travel delays or cancellations
- Strikes, civil disturbances, or terrorism
- Equipment failure or unsafe conditions
- Mistakes, misjudgements, or negligence by third-party vendors or retreat personnel

I understand that under no circumstances shall the liability of the Retreat Planner exceed the land cost of the retreat. I agree to resolve any payment or refund disputes in accordance with the cancellation and refund policies set forth in these Terms and Conditions.

Governing Law & Jurisdiction

This agreement shall be governed by and construed in accordance with the laws of the State of Georgia, USA. Any disputes arising under this agreement shall be exclusively resolved in the courts located in Forsyth County, Georgia.

The parties agree that any dispute, claim, or controversy arising out of or relating to this Agreement shall first be submitted to mediation or non-binding dispute resolution through a mutually agreed mediator or through the American Arbitration Association before any lawsuit is filed. If the dispute cannot be resolved through such a process, then any legal action shall be brought exclusively in the courts located in Forsyth County, Georgia, and this Agreement shall be governed by the laws of the State of Georgia, USA.

If any portion of this waiver is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

If any provision of this Agreement is found to be invalid, illegal, or unenforceable under the laws of any applicable state or other governing authority having jurisdiction, that provision shall be deemed severed from this Agreement, and the remaining provisions shall remain in full force and effect.

Except as otherwise provided in this Agreement, the participant releases and discharges Jess Bycraft, InSynergy Wellness LLC (DBA InSynergy Retreats), and their respective owners, officers, employees, contractors, agents, and representatives from liability to the fullest extent permitted by law, including liability to the participant, the participant's legal representatives, heirs, and assigns.

Acknowledgement

By signing below, I confirm that I have read this Release of Liability and Assumption of Risks in its entirety. I understand its contents and agree to be bound by its terms. I acknowledge that I am of legal age and competent to sign this release.