

CUP OF T PILATES LLC
PILATES RETREAT LIABILITY WAIVER & RELEASE
(New York Law with Costa Rica Addendum)

PLEASE READ CAREFULLY. THIS IS A LEGAL DOCUMENT.

This Liability Waiver and Release (“Agreement”) is entered into by the undersigned participant (“Participant”) in favor of Cup of T Pilates LLC, a New York limited liability company (“Company”).

1. ASSUMPTION OF RISK

Participant understands that participation in Pilates instruction, fitness classes, wellness activities, workshops, excursions, hiking, waterfall visits, swimming, travel-related activities, and any other offerings associated with the retreat (“Activities”) involves inherent risks. These risks include, but are not limited to, muscle soreness, strains, falls, slips, uneven terrain, wet or slippery surfaces, overexertion, drowning, illness, injury, accidents, transportation incidents, environmental hazards, and death.

Participant voluntarily assumes all such risks, whether known or unknown, foreseeable or unforeseeable, to the fullest extent permitted by New York law.

2. MEDICAL REPRESENTATION

Participant represents that they are physically and mentally capable of participating in the Activities and have consulted a medical professional if necessary. Participant affirms they have disclosed any relevant medical conditions prior to participation.

Participant understands they are solely responsible for their own medical insurance, medical expenses, medications, and emergency care during the retreat, both in the United States and abroad.

3. RELEASE OF LIABILITY (NEW YORK)

To the fullest extent permitted under New York law, Participant hereby releases, waives, discharges, and holds harmless Cup of T Pilates LLC, its members, managers, owners, instructors, employees, contractors, assistants, volunteers, agents, and affiliates (“Released Parties”) from any and all claims, demands, causes of action, damages, losses, or liabilities arising out of or related to Participant’s participation in the Activities, including claims based on ordinary negligence.

This release does not apply to gross negligence or willful misconduct, which cannot be waived under New York law.

4. TRAVEL & THIRD-PARTY PROVIDERS

Participant acknowledges that lodging, transportation, excursions, guides, food services,

tour operators, and other services may be provided by third parties not owned or controlled by the Company.

Participant agrees that the Released Parties are not responsible or liable for the acts, omissions, negligence, or failures of any third-party providers.

5. EXCURSION-SPECIFIC CLAUSE (HIKING & WATERFALLS)

Participant understands that hiking, trail walking, waterfall visits, swimming, and related outdoor excursions involve heightened risks, including but not limited to uneven or unstable terrain, steep inclines, falling rocks, slippery surfaces, strong water currents, changing weather conditions, wildlife, and limited access to emergency services.

Participant voluntarily chooses to participate in such excursions and assumes all risks associated with them. Participant agrees to follow all instructions provided by guides or retreat staff and understands that participation is entirely optional.

6. COSTA RICA TRAVEL ADDENDUM

Participant acknowledges that the retreat takes place in Costa Rica, a foreign country, and that international travel involves additional risks, including but not limited to:

- Different standards of medical care and emergency response
- Transportation risks (road, air, water)
- Environmental and weather conditions
- Wildlife and insect exposure
- Foodborne or waterborne illness
- Political, civil, or infrastructure conditions

Participant voluntarily assumes all risks associated with international travel and participation in Activities in Costa Rica.

Participant understands that medical treatment in Costa Rica may differ from that in the United States and agrees that the Released Parties are not responsible for access to, quality of, or outcomes of foreign medical care.

7. INDEMNIFICATION

Participant agrees to indemnify, defend, and hold harmless the Released Parties from any claims, damages, losses, liabilities, costs, or expenses (including reasonable attorneys' fees) arising from Participant's actions, conduct, or breach of this Agreement.

8. CANCELLATION, FORCE MAJEURE & PROGRAM CHANGES

Participant understands that retreat schedules, activities, instructors, lodging, and excursions may be modified, delayed, or canceled due to weather, natural events, travel disruptions, illness, governmental actions, pandemics, or other circumstances beyond the Company's control ("Force Majeure Events").

Participant agrees that such changes do not constitute a breach of this Agreement. Refunds, credits, or transfers, if any, will be handled in accordance with the Company's published cancellation policy.

The Company is not responsible for costs incurred by Participant due to cancellations or changes, including airfare, lodging, or other travel-related expenses.

9. PHOTOGRAPHY & MEDIA RELEASE

Participant grants permission for photographs, video recordings, or other media taken during the retreat to be used for promotional, marketing, educational, or social media purposes without compensation, unless Participant provides written notice opting out prior to the retreat.

10. DIGITAL SIGNATURE & ELECTRONIC AGREEMENT

Participant agrees that this Agreement may be executed electronically and that checking an electronic box, typing Participant's name, or providing an electronic signature constitutes a legally binding signature under New York law.

11. GOVERNING LAW & VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to conflict-of-law principles. Any legal action or proceeding shall be brought exclusively in the state or federal courts located within New York State.

12. SEVERABILITY

If any provision of this Agreement is found unenforceable or invalid, the remaining provisions shall continue in full force and effect.

13. ACKNOWLEDGMENT

Participant acknowledges that they have read this Agreement in its entirety, understand its terms, and are voluntarily waiving certain legal rights.