**RELEASE OF LIABILITY AND WAIVER AGREEMENT**

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| **BY ENTERING THIS AGREEMENT, YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE. PLEASE READ CAREFULLY.** |

This Release of Liability and Waiver Agreement (the "**Release**") is provided to the person (the "**Participant**", “**I**” or “**my**”) entering The Healing Oasis (the "**Healing** **Oasis**”)and participating in the Therapies (defined below) provided by Cozy Cabins Wellness Resort Inc. (the “**Company**”) located at 1876 Creighton Valley Rd., Lumby, BC V0E 2G1. The Participant acknowledges that entering into this Release is required as a condition to entering the Healing Oasis and/or participating in the Therapies.

# ARTICLE 1

# ACKNOWLEDGMENT AND ASSUMPTION OF RISK

I acknowledge, appreciate, and agree that:

1. While I will learn a lot about various approaches people have taken to heal from cancer, I am not receiving medical advice from any Healing Oasis staff other than the naturopath doctor. The Company and its representatives are not making any health claims and any information provided by the Company or its representatives is intended for educational purposes only and should not be considered medical advice.
2. There is a potential risk of serious injury or death from participating in alternative cancer therapies including, but not limited to, Celsius42 hyperthermia, LiveO2 oxygen therapy, red light therapy, hyperbaric oxygen therapy (HBOT), Pulse Electric Magnetic Frequency Therapy (PEMF), intravenous natural medication, infrared and wood burning saunas, hot tubs, pools, H2 diffuser, and exercise using gym equipment (collectively, the “**Therapies**”) at the Healing Oasis. These Therapies may not all be approved by Health Canada and they carry certain inherent risks that cannot be eliminated regardless of the care taken to avoid them. Moreover, the growth of cancer can be unpredictable and the Therapies may or may not help;
3. There is the potential risk that entering the unsupervised lake at the Healing Oasis may result in serious injury or death. I am responsible for taking all necessary water safety precautions and understanding my own abilities;
4. There is the potential risk that using wood burning saunas and wood stoves at the Healing Oasis may result in serious injury or death. I am responsible for taking all necessary fire safety precautions;
5. There is the potential risk that wild animals and tall trees that are present on or around the Healing Oasis, which is located on a remote 40-acre property surrounded by nature, may cause serious injury or death to myself or others around me;
6. There is the potential risk that rough terrain and loose gravel on or around the Healing Oasis may cause serious injury or death to myself or others around me;
7. There is the potential risk that other guests or pets at the Healing Oasis may act in a reckless, unpredictable, dangerous, or negligent manner that can result in serious injury or death to myself or others around me;
8. The cabins do not have Wi-Fi or cell phone reception. Wi-Fi is available only in the dining and therapy areas. For emergencies, each guest will have a walkie-talkie in their cabin, and staff will carry one with them at all times. However, there may be instances when staff might not hear a call immediately. They will do their best to respond as quickly as possible;
9. The nearest hospital/medical centre is located approximately 45 minutes from the Healing Oasis. Transportation to the nearest hospital/medical centre is subject to available staff, emergency responders, and/or vehicle(s);
10. Such risks and dangers may be caused by my own actions or inactions, the actions or inactions of others at the Healing Oasis, the condition of the Healing Oasis, adverse weather conditions, or the negligence of the Company, the landowner, their affiliates, and their respective directors, officers, employees, agents, representatives, shareholders, successors, and assigns (the "**Releasees**"); and
11. I KNOWINGLY, VOLUNTARILY, AND FREELY ACCEPT AND ASSUME ALL RISKS, DANGERS, AND HAZARDS that may occur pursuant to entering the Healing Oasis and/or participating in the Therapies, both known and unknown, INCLUDING BUT NOT LIMITED TO: THE RISK OF INJURY, ILLNESS, DEATH, OR PROPERTY DAMAGE, DUE TO ANY CAUSE WHATSOEVER, INCLUDING BUT NOT LIMITED TO: NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF STATUTORY DUTY OF CARE ON THE PART THE RELEASEES AND EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others and assume full responsibility for all losses, costs, and damages that I may suffer or incur as a result of my presence at the Healing Oasis and/or participation in the Therapies.

# ARTICLE 2

# Covenants

1. I willingly covenant and agree that I am solely responsible for the following:
	1. Taking my medications and supplements, as appropriate;
	2. Informing the Healing Oasis staff of any allergies, dietary restrictions, and food preferences;
	3. Making appropriate inquiries to the Healing Oasis staff to ensure that what I am eating will not trigger any allergies or dietary restrictions;
	4. Following fire safety precautions including, but not limited to, not placing anything near a wood stove that could ignite;
	5. Following water safety precautions including, but not limited to, not swimming alone; and
	6. Ensuring that my pet(s) is properly leashed at all times and not causing a nuisance.
2. I willingly covenant and agree to bring to the attention of the nearest naturopathic doctor or registered nurse immediately if I observe a significant change or deterioration of my health condition during my time at the Healing Oasis.

# ARTICLE 3

# Representations and warranties

1. I represent and warrant that I am physically capable of enjoying the Healing Oasis and the Therapies, including, but not limited to being:
	1. Able to walk on my own, otherwise I will bring someone to help assist;
	2. Able to start a fire and stoke it in the cabin wood stove, otherwise I will bring someone to help assist; and
	3. Able to eat and chew food.
2. I represent and warrant that the information that I provided during my intake and screening process was true and accurate.

# ARTICLE 4

# RELEASE OF LIABILITY, WAIVER OF CLAIMS, AND INDEMNIFICATIOn

I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, **HEREBY RELEASE AND HOLD HARMLESS THE RELEASEES AND WAIVE ANY AND ALL CLAIMS AGAINST THE RELEASEES** that I have now or in the future may have for any injury, temporary or permanent disability, death, damages, liabilities, expenses, costs, and/or causes of action, now known or hereinafter known in any jurisdiction in the world, that I or my heirs, assigns, personal representatives may suffer arising from my presence at the Healing Oasis and participation in the Therapies (the “**Claims**”) due, or alleged to be due, to any cause whatsoever, **INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OF THE RELEASEES, BREACH OF CONTRACT, BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE INCLUDING ANY DUTY OF CARE OWED UNDER THE OCCUPIERS LIABILITY ACT, R.S.B.C. 1996, C.303, OR THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS, AND HAZARDS RELATED TO THE HEALING OASIS AND THERAPIES.**

I acknowledge and agree that this Release is a complete release of any responsibility of the Releasees for any injury, temporary or permanent disability, death, damages, liabilities, expenses, costs, and/or causes of action sustained by myself while being at the Healing Oasis or participating in the Therapies.

**I HEREBY RELEASE, FOREVER DISCHARGE, AND COVENANT NOT TO SUE** any of the Releasees in respect of any Claims and further agree that if, despite this Release, I or anyone on my behalf, make any Claims against any of the Releasees, then I WILL INDEMNIFY, save and hold harmless each of the Releasees from any litigation expenses, legal fees, loss liability, damage or cost which any and all of the Releasees may incur as a result of such Claims.

# ARTICLE 5

# ADDITIONAL TERMS OF THE AGREEMENT

I AGREE that this Release, and any rights, duties and obligations as between the parties to this Release, shall be governed by and interpreted solely in accordance with the laws of the Province of British Columbia and agree to attorn to the exclusive jurisdiction of the Courts of the Province of British Columbia in respect of all disputes arising under or in respect of this Release; and

I AGREE that I will work in good faith with the Releasees to resolve any disputes that arise under this Release. Where a dispute arises out of or in connection with this Release that cannot be resolved by these persons, the parties agree to seek an amicable settlement of that dispute by mediation. If the parties cannot agree on a mediator within ten (10) days after referral of a matter to mediation, then either party may make application to court to appoint one. The mediation shall be held in Vernon, B.C. in accordance with the Vancouver International Arbitration Centre’s “Mediation Rules of Procedure”, and the costs of mediation shall be shared equally between the parties.

In the event that any part, section, clause, paragraph or subparagraph of this Agreement is held to be invalid, illegal or otherwise voidable or unenforceable, the entire agreement will not fail on account thereof, and the balance of this Agreement will continue in full force and effect.

**I HAVE READ AND UNDERSTOOD THIS AGREEMENT IN ITS ENTIRETY AND I UNDERSTAND THAT BY SIGNING THIS AGREEMENT I AGREE TO BE BOUND BY THIS AGREEMENT AND I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY CHILD, SPOUSE, HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES. I HAVE SIGNED THIS AGREEMENT FREELY AND WITHOUT INDUCEMENT, DURESS, OR UNDUE INFLUENCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY OF THE COMPANY AND OTHER RELEASEES TO THE GREATEST EXTENT ALLOWED BY LAW.**

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| Guest’s Name |  |
| Guest’s Signature |  Date Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

**FOR GUESTS OF MINORITY AGE
(UNDER AGE 18 AT THE TIME OF ENTERING THE HEALING OASIS)**

This is to certify that I, as parent/guardian with legal responsibility for this guest of minority age, do consent and agree to his/her Release as provided above, and for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all Claims and liabilities related to this guest’s presence at the Healing Oasis or participation in the Therapies.

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| Parent/Guardian Name |  Date Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Parent/Guardian Signature |  Emergency Contact Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |