



WAIVER AND RELEASE OF LIABILITY

IN CONSIDERATION OF, the risk of injury that exists while visiting or participating in retreats, ceremonies or activities at Casa Selva (a private home), Sound Healing Tulum, Cenote Sagrado, The Sound Temple, The Tea House, or anywhere on premise, “hereinafter” the activity, and

IN CONSIDERATION OF, my desire to visit or participate in activity, experience, ceremony, retreat or visit, and being given the right to participate in same;

I HEREBY, for myself, my heirs, executors, administrators, assigns, or personal representatives (hereinafter collectively, “Releasor,” “I” or “me”, which terms shall also include Releasor’s parents or guardian if Releasor is under 18 years of age), knowingly and voluntarily enter into the WAIVER AND RELEASE OF LIABILITY and hereby waive any and all rights, claims or causes of action of any kind arising out of my participation in the Activity or visit; and

I HEREBY release and forever discharge THE PROPERTY OWNERS, MITCH MOORE & JOEY MCCUNE, THE PROPERTY ITSELF, CASA SELVA AND LAND IN ENTIRETY, SOUND HEALING TULUM AND ALL BRANCHES, ALL FACILITATORS, STAFF, THEIR AFFILIATES, MANAGERS, MEMBERS, AGENTS, ATTORNEYS, STAFF, VOLUNTEERS, HEIRS, REPRESENTATIVES, PREDECESSORS, SUCCESSORS AND ASSIGNS (collectively “Releases”) from any physical or psychological or emotional injury that I may suffer as a direct result of my participation in a visit, retreat,

activity, experience or healing ceremony at Casa Selva, the off-grid home and property located in Paraiso de Toucan, Xpu ha, Quintana Roo, Mexico.

I AM VOLUNTARILY PARTICIPATING IN A VISIT, A RETREAT, CEREMONY OR EXPERIENCE OFFERED AND I AM PARTICIPATING IN THE ACTIVITY, WHICH MAY INCLUDE, BUT IS NOT LIMITED TO: PHYSICAL OR PERMANENT DISABILITY (INCLUDING PARALYSIS), ECONOMIC, EMOTIONAL OR MENTAL LOSS, AND DEATH. I UNDERSTAND THAT THESE INJURIES OR OUTCOMES MAY ARISE FROM MY OWN OR OTHERS’ NEGLIGENCE, CONDITIONS RELATED TO TRAVEL TO AND FROM THE ACTIVITY, OR VISIT, OR FROM CONDITIONS AT THE VISIT, ACTIVITY, EXPERIENCE, CEREMONY OR LOCATION(S). NONETHELESS, I ASSUME ALL RELATED RISKS, BOTH KNOWN AND UNKNOWN TO ME, OF MY PARTICIPATION IN THIS VISIT OR ACTIVITY/EXPERIENCE.

I FURTHER AGREE to indemnify, defend and hold harmless the Releasees against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney’s fees and any related costs in Mexico, the United States, or any other country.

I FURTHER ACKNOWLEDGE that Releasees are not responsible for errors, omissions, acts or failures



to act of any party or entity conducting a specific event or activity on behalf of Releasees. In the event that I should require medical care or treatment, I authorize any or all owners/staff/facilitators to provide all emergency medical care deemed necessary including but not limited to, first aid, CPR, the use of AED's, emergency medical transport, and sharing of medical information with medical personnel that arrive. I further agree to assume all costs involved and agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance.

I FURTHER ACKNOWLEDGE that this activity or visit may involve a test of a person's physical and mental limit and may carry with it the potential for death, serious injury, and property loss. I knowingly requested to participate and agree and acknowledge I am not being forced to participate. Furthermore, I agree to participate only if I am medically able and I agree to abide by the decision of my personal healthcare provider or Doctor in my home country, regarding my decision to participate in a retreat, ceremony, activity or experience. I acknowledge that the owners and facilitators are not Doctors and their knowledge is limited.

I HEREBY ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS "WAIVER AND RELEASE" AND FULLY UNDERSTAND THAT IT IS A FULL RELEASE OF LIABILITY. I EXPRESSLY AGREE TO RELEASE AND DISCHARGE MITCH MOORE, JOEY MCCUNE, CASA SELVA AND PROPERTY IN ITS ENTIRETY, SOUND HEALING TULUM, FACILITATORS AND STAFF AND ALL ITS AFFILIATES, MANAGERS, MEMBERS, AGENTS, ATTORNEYS, VOLUNTEERS, HEIRS, REPRESENTATIVES, PREDECESSORS, SUCCESSORS AND ASSIGNS, FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION AND I AGREE TO VOLUNTARILY GIVE

UP OR WAIVE ANY RIGHT THAT I OTHERWISE HAVE TO BRING A LEGAL ACTION AGAINST MITCH MOORE, JOEY MCCUNE, CASA SELVA, THE PROPERTY, CENOTE SAGRADO, SOUND HEALING TULUM, ANY AND ALL FACILITATORS, STAFF AND AFOREMENTIONED, FOR PERSONAL INJURY OR PROPERTY DAMAGE. I ACKNOWLEDGE THAT I MAY CHOOSE TO PARTAKE/PARTICIPATE IN PLANT MEDICINE AND THAT IS MY PERSONAL CHOICE AND I RELEASE LIABILITY FOR THIS ACTION AND ANY OUTCOME. I ACKNOWLEDGE THAT I AM RESPONSIBLE FOR MY OWN DOSAGE AND OBTAINING ANY ILLEGAL SUBSTANCES WITH FULL RELEASE OF LIABILITY TO AFOREMENTIONED PARTIES. I HAVE AGREED TO NOT DRIVE A CAR AFTER ANY PLANT MEDICINE CEREMONIES AND IT HAS BEEN STRONGLY ENCOURAGED THAT I HAVE A PROFESSIONAL DRIVER IF I AM UNDER THE INFLUENCE OF PLANT MEDICINE.

I ACKNOWLEDGE THE LOCATION IS IN THE JUNGLE AND THAT AN UNFORESEEN ACCIDENT CAN OCCUR WITH POISONOUS PLANTS, INSECTS, PARASITES, BATS, SNAKES AND OTHER WILDLIFE. I RELEASE LIABILITY FOR ANY AND ALL ACCIDENTS FORESEEN AND UNFORESEEN, INCLUDING BUT NOT LIMITED TO, FALLING, SWIMMING, DROWNING, PLANT MEDICINE, DISEASE, INFECTION, OR DEATH.

I AM OF SOUND MIND AND BODY WHEN SIGNING THIS "WAIVER AND RELEASE".

To the extent that statute or case law does not prohibit releases for ordinary negligence, this release is also for such negligence on the part of Mitch Moore, Joey McCune, Sound Healing Tulum, Casa Selva, the property, its agents, facilitators, staff and employees.

I agree that this Release shall be governed for all purposes by law, without regard to any conflict



of law principles. This Release supersedes any and all previous oral or written promises or other agreements.

In the event that any damage to equipment or facilities occurs as a result of my or my family's or my agent's willful actions, neglect or recklessness, I acknowledge and agree to be held liable for any and all costs associated with any such actions of neglect or recklessness.

THIS WAIVER AND RELEASE OF LIABILITY SHALL REMAIN IN EFFECT FOR THE DURATION OF MY VISIT OR PARTICIPATION IN THE ACTIVITY, CEREMONY OR EXPERIENCE, DURING THIS INITIAL AND ALL SUBSEQUENT EVENTS OF PARTICIPATION.

I have knowingly requested to visit and or participate in an experience, healing ceremony, retreat or stay at the home of Mitch Moore & Joey McCune called Casa Selva, located in Paraiso de Toucan in Xpu ha, Quintana Roo, Mexico.

I have been made fully aware of the risks of visiting the jungle and an off-grid property as well as participating in various ceremonies and experiences. I have disclosed any health concerns in a truthful manner and am completely free from any known heart issues, physical, mental, drug or any other health problems that could prevent me from participating or cause complications during my visit. I agree that safety is primarily dependent upon taking proper care of myself during my visit/retreat/ceremony/workshop, and I am following any and all pre and post ceremony/retreat, dietary and health guidelines suggested. I have consulted my personal health care provider prior to starting any new healing activity/program to insure personal health safety.

The act of signing this form is representation that I understand participation as a guest visiting the property, and as a participant in any ceremony, retreat or experience offered, may present a risk of injury or harm to myself, and I agree that this risk is fully born by myself, the participant. As a guest or participant, I take full responsibility for any accidents seen or unforeseen that may occur.

I HEREBY RELEASE AND AGREE TO WAIVE ANY AND ALL LIABILITY, from and against the owners, the property, the facilitators and the staff and above aforementioned. I release from any and all damages and claims of any kind, known or unknown, that may be connected to, are the result of, or arising from, consideration, preparation, implementation or participation in the aforementioned stay, visit, ceremony/retreat, against Mitch Moore, Joey McCune, Sound Healing Tulum, the entire property, Casa Selva, facilitators and staff.

This includes, but is not limited to, claims involving economic loss, illness or mental or medical condition, injury or accidental death.

I acknowledge having read and understood this Release of Liability. I, the guest or participant, agree with this Release of Liability and precisely express full understanding of this document and signed WAIVER AND RELEASE OF LIABILITY.

I understand that there exists a risk of physical, mental, psychological, or emotional injury or death from the Activities and although personal discipline or compliance with the guidance of facilitators or staff may reduce this risk, the risk of such injury nevertheless does exist.



I am fully aware that the activities could be hazardous, resulting in injury or death. I fully acknowledge that I am voluntarily participating in the activities with knowledge of the danger involved, and I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation.

I agree to comply with the stated and customary guidance and norms of participation in the activities. If, however, I observe any unusual hazard during my presence or participation, I will immediately remove myself from participation, in the activities and bring attention of the nearest official forthwith.

I know, understand, and acknowledge that the owners, facilitators, staff and Releasees are not physicians, psychologists, or healthcare professionals, and the activities being offered are not intended to treat or diagnose and do not include treatment for, or diagnosis of, any illness, disease or disorders, whether physical, mental, psychological or emotional.

I promise, represent, and certify that I am physically, mentally, psychologically, and emotionally in good health. I fully understand and acknowledge that I would not be permitted to partake in the activities if I were not in such good health. As such, my promise, representation, and certification that I am in good health in each of the above-enumerated ways constitute a material term upon which the owners and Releasees are relying on, permitting me to partake in the activities.

If I am pregnant or become pregnant, or am post-natal, I will not participate in the activities without first discussing the risks with my doctor. I will only participate in the activities if I have my doctors full approval. I will not hold the released parties responsible for any injuries to my pregnancy caused

in part or in whole by my failure to follow my doctor's recommendation.

I hereby forever, unconditionally, and irrevocably waive and release any and all claims I now have or may have in the future against the Releasees with respect to any injury, loss, or damage I suffer as a result in the activities or any of the future activities in which I may participate. I understand and agree that this Release of Liability, Waiver, and Assumption of Risk Agreement (hereinafter "Agreement") extends to and includes any and all damages, injuries, and claims that I do not anticipate or know to exist and to any and all damages, injuries, or claims which may develop in the future. I hereby expressly waive and relinquish any and all rights under any law or statute to the contrary.

After being fully informed of the above, I, on behalf and to the fullest extent allowed by law, on behalf of all RELEASING PARTIES, expressly agree and promise to accept and assume all of the risks inherent to and existing in connection with the activities, and I voluntarily elect to participate.

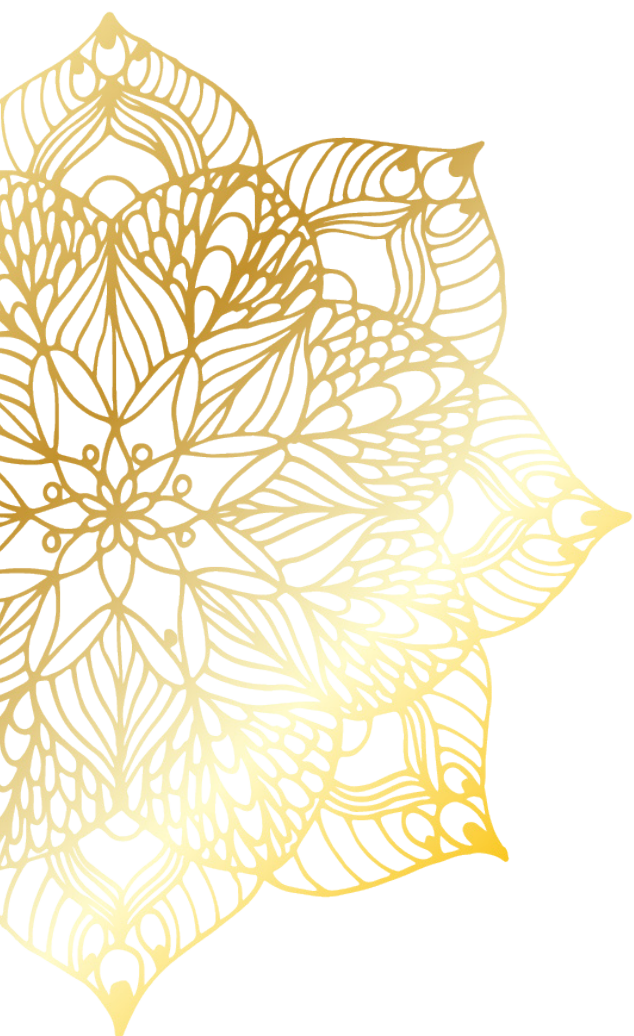
I acknowledge, understand, and agree that this Agreement and all of the releases, terms, and conditions contained herein shall apply with equal force and govern any future activities in which I partake on premise or with Sound Healing Tulum, thus obviating the need for me to sign this Agreement each and every time I partake in activities.

I understand and agree that the Releasees are not responsible for lost, stolen, or damaged property in, on, or about the premises.

IF YOU DO NOT UNDERSTAND ENGLISH, AN INTERPRETER WILL BE PROVIDED FOR YOU. THIS RELEASE IS REQUIRED FOR ALL PARTICIPANTS AND GUESTS.

SIGNATURE

Delivery of this form through email, WhatsApp or text with typed or digital signature is considered legally binding and irrevocable and accepted in full agreement by all parties.



Date: _____

Location: Casa Selva, Sound Healing Tulum, Xpu Ha, QR, Mexico

Joey McCune

Owner, Joey McCune

Signing on behalf of Releasees/digital signature is accepted

Guest/Participant

Guest/Participant's Parent or Guardian *(if under 18)*