

## RELEASE AND WAIVER OF LIABILITY

**WHEREAS** the undersigned is registered to attend the art retreat in Tuscany, Italy through to and including **May 19, 2024 to May 24, 2024** (the “**Tuscany Watercolour Retreat**”);

**AND WHEREAS** the Tuscany Watercolour Retreat is organized and arranged through **Clarice Gomes Designs & Watercolour** (herein referred to as “**Clarice Gomes Designs**”);

**NOW THEREFORE**, in consideration of the registration for the Tuscany Watercolour Retreat, I, \_\_\_\_\_, [**print name(s)**] (the “Releasor”), agree to sign and the Releasor and Releasor’s personal representatives, assigns, heirs, successors and next of kin are bound by and accept the terms of this release and waiver (“Release and Waiver”), and hereby covenant as follows:

1. The Releasor and the heirs, successors and assigns of the Releasor agree to assume all risks and accept sole responsibility for any accidents, personal injury, disability, illness, death and property loss or damage sustained or incurred as a result of his/her presence at the Tuscany Watercolour Retreat (including, but not limited to, participating in any tours arranged by Clarice Gomes Designs and as part of the experience of the Tuscany Watercolour Retreat), including those caused as a result of negligence on the part of **Clarice Gomes Designs** (the “Releasee” which term includes the Releasee’s beneficiaries, owners, employees, administrators, assigns, officers, directors, shareholders and agents).
2. The Releasor hereby releases and forever discharges the Releasee from any and all actions, causes of actions, suits, debts, dues, sums of money, claims, damages and demands whatsoever at law or in equity (known or unknown) which the Releasor had, now has or may hereafter have against the Releasee, arising from or pertaining to any collection of non-refundable registration deposits, fees and costs, property damage, personal injury, illness or death, sustained or incurred as a result of the Releasor’s presence at the Tuscany Watercolour Retreat, or that may have occurred before, during or after the Releasor’s presence in and visit to the Tuscany Watercolour Retreat and such other locations and places in Italy in relation to the Tuscany Watercolour Retreat, and all matters involving, but not limited to, the Releasor’s travel to and from the Tuscany Watercolour Retreat, and during the duration of the above travel, associated with the Tuscany Watercolour Retreat.
3. The Releasor understands and agrees that the Releasee assumes no responsibility for the Releasor’s personal well-being, safety or the Releasor’s personal property during travel to or from the Tuscany Watercolour Retreat and during the duration of the Tuscany Watercolour Retreat.
4. The Releasor confirms that he/she/they have arranged for international health care insurance and travel insurance in the event the Releasor is in need of such care/ insurance coverage for the duration of the Releasor’s above travel.

5. The Releasor will not make any claim or take any proceedings against any person or corporation which might claim contribution or indemnity against the Releasee, under the provisions of any statute or otherwise.
6. It is the sole responsibility of the Releasor to evaluate carefully the risks inherent in attending Tuscany Watercolour Retreat and that the Releasor has fully considered those risks, including, without limitation, dangers posed by willful or negligent conduct of the Releasor and/or by his/her agents and affiliates.
7. The Releasor agrees to follow all the instructions specified by any onsite managers, or representatives or agents of the Releasee while at the Tuscany Watercolour Retreat.

**THIS RELEASE AND WAIVER** shall be deemed to have been made in and shall be construed in accordance with the laws of the Province of Ontario, Canada, and the laws of the jurisdiction in which the Tuscany Watercolour Retreat will be taking place. The party hereto are executing this Release and Waiver voluntarily, without duress, threat, or undue influence, and the undersigned signator is competent and not subject to any legal incapacity.

**IN WITNESS WHEREOF** the party have executed this Release and Waiver.  
This release may be executed in counterpart.

This Release and Waiver may be executed by an electronic signature in accordance with the provisions of the Electronic Commerce Act, 2000 S.O. 2000, as amended (including without limitation, by or through an electronic signing platform), and same shall correspondingly be deemed to be valid, binding and enforceable upon the party so executing same electronically. A photocopy, or a scanned and e-mailed copy of the executed Release and Waiver, may be relied upon and enforced to the same extent as if same were an original executed version.

Dated at \_\_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_.

.....  
Name

\_\_\_\_\_  
Signature