The Dawn Chiang Mai Rehab and Wellness Centre

Annex C: Activities Release and Waiver of Liability

This document is an incorporated Annex to the Agreement of Terms, Conditions, and Policies. All disputes arising from this document are fully subject to the conditions stated therein.

Notice: This form contains a release and waiver of liability and when signed is a contract between the undersigned participant and The Dawn Chiang Mai Rehab and Wellness Centre with legal consequences. Please carefully read this Agreement in its entirety before signing your name at the bottom of the page.

The undersigned Client agrees that this “Activities Release and Waiver of Liability” is valid from the date of execution through the date of discharge.

Acknowledgments and Representations by Client: The Client is currently a client of The Dawn Chiang Mai Rehab and Wellness Centre. The Client has voluntarily consented to participate in voluntary sports activities or voluntary physical activities such as volleyball, aerobics, cycling, and other such type of voluntary sports or physical activities at either the gym or the pool utilized by or at The Dawn Chiang Mai Rehab and Wellness Centre, which may not be specifically identified herein, while being a client at such facility. The Client acknowledges and represents that their participation in such sports activities and physical activities is not a mandatory requirement of The Dawn Chiang Mai Rehab and Wellness Centre, and that any participation by the Client in any and all sports related activities and physical activities, is purely voluntary and of the Client’s own free will. The Client acknowledges and represents that there has been no coercion or force on the part of The Dawn Chiang Mai Rehab and Wellness Centre for the Client to execute this release and waiver of liability agreement. The Client has knowingly, freely and voluntarily consented to execute this release and waiver of liability agreement. The Client acknowledges and understands that it is the Client’s sole decision to participate in such voluntary activities. The Client acknowledges and represents that he/she has been informed that he/she has an absolute right to refuse to participate in any and all sports related activities or physical activities.

In consideration of the opportunity afforded to the Client by The Dawn Chiang Mai Rehab and Wellness Centre to participate in voluntary sports activities or voluntary physical activities such as volleyball, aerobics, cycling, and any other similar types of voluntary sports or physical activities at either the gym or the pool utilized by or at The Dawn Chiang Mai Rehab and Wellness Centre, which may not be specifically identified herein, the Client freely agrees to make the following contractual representations and agreements with The Dawn Chiang Mai Rehab and Wellness Centre:

The Client acknowledges that participation in voluntary sports, fitness, and recreational activities (including but not limited to volleyball, aerobics, cycling, gym use, and pool use) involves inherent physical risks. By choosing to participate, the Client voluntarily assumes all risks of inherent injuries, such as sprains, strains, or accidents arising from the normal execution of these activities.

The Client also agrees that the rules provided to me by The Dawn Chiang Mai Rehab and Wellness Centre will be followed during the course of my voluntary participation in the activities described herein. Otherwise, my privilege of participating in such activities may be revoked. I acknowledge that due to the nature of the activities described herein, The Dawn Chiang Mai Rehab and Wellness Centre

staff will not be able to prevent injuries from occurring during the course of such activities; therefore, I am choosing to participate in such activities at my own risk and agree to assume all inherent risks associated therewith. I also agree to assume responsibility for any harm that follows from my failure to take reasonable safety precautions or follow staff instructions and facility policies.

Indemnification of The Dawn Chiang Mai Rehab and Wellness Centre in the event of injury caused by the Client: The Client shall at all times hereafter indemnify, hold harmless and, at The Dawn Chiang Mai Rehab and Wellness Centre Attorney's option, defend or pay for an attorney selected by The Dawn Chiang Mai Rehab and Wellness Centre to defend The Dawn Chiang Mai Rehab and Wellness Centre, its officers, agents, servants, and employees against any claims, losses, liabilities, and expenditures, including attorney fees, court costs, and expenses, by another client resulting from an act or omission of the Client resulting from, or related to the Client engaging in any voluntary sports activities or voluntary physical activities such as volleyball, aerobics, cycling, and any other similar types of voluntary sports or physical activities at the gym, pool, or other facilities utilized by or at The Dawn Chiang Mai Rehab and Wellness Centre, which may not be specifically identified herein, including, without limitation, any and all claims, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by another client or their property. The provisions of this section shall survive the discharge of the Client from The Dawn Chiang Mai Rehab and Wellness Centre.

Property Damage: To the maximum extent permitted by the laws of Thailand, The Dawn Chiang Mai Rehab and Wellness Centre shall not be liable for any indirect, incidental, or purely financial damages, nor for the loss or damage to the Client's personal property or equipment during these activities.

Nothing in this Agreement shall be construed as an attempt to exclude or restrict The Dawn Chiang Mai Rehab and Wellness Centre 's liability for death or personal injury caused directly by the proven negligence, gross negligence, or willful misconduct of The Dawn or its staff, including its failure to properly maintain facility equipment.

I, _____, have read and fully understand the contents herein.

Executed this _____.