

Service Contract, Disclaimer and Assumption of Risk

Note: You may be participating in an activity that can potentially pose a risk to your health or wellbeing. In this agreement, you are waiving your right to sue Lucy Hayhurst, Well Balanced Nutrition, LLC or her affiliated partners for any injuries or damages that may result in the course of these activities. You will be warranting that you are healthy enough for the activity and that you will be assuming any and all risk associated with the activity. Please read this contract carefully and be sure you understand the disclaimer and assumption of risk sections.

Service Contract

This agreement (the "Agreement") is entered into between Well Balanced Nutrition LLC ("WBN") and _____ (the "Client") for the purpose of establishing the terms and conditions or participation in a planned activity.

Scope of Activity/Outing

In exchange for the promises and other consideration located herein, the Client shall receive the following benefits:

1. A 4-hour White Water Rafting trip down the Lower New River in Oak Hill, WV.
2. A campsite on the River Expeditions grounds for Friday and Saturday night.
3. All meals from Friday dinner through Sunday breakfast - provided by Well Balanced Nutrition and River Expeditions.
4. Yoga, meditation and hike led by Lucy with Well Balanced Nutrition on Sunday morning.

Unless specifically stated otherwise, Client will be responsible for his or her own meals and travel. Client shall only be entitled to accommodations specifically stated herein. If Client is dissatisfied with the accommodations provided, he or she may seek other accommodations at Client's expense. Client will receive no money refunded for providing his or her own food or accommodations when those things are provided.

Cost

The Client shall pay \$199.

Payment shall be paid half upfront when reserving the spot and half 1 week prior to the activity or destination. No spots will be reserved until the first payment has been received and failure to pay the remaining half at check in will result in forfeiture of the Client's ability to participate.

As some costs are due up front when booking activities and cancellations will likely result in empty spots that could have been otherwise filled, all payments are nonrefundable.

Transfers and Assigns

This Agreement may not be transferred or assigned by Client to any other person except with the prior written approval of WBN. Any transfer or assignment of this Agreement will be null and void if the transferee or assignee does not sign an agreement, waiver and assumption of risk substantially similar to this one or if the transfer or assign is done without the prior written approval of WBN.

Limitation of Liability

Neither party shall be liable to the other for claims, damages, injuries or losses arising out of this agreement, except for willful or intentional wrongs or gross negligence, in any amount exceeding the total sum paid by Client to WBN under this agreement. Neither party shall be liable to the other for any special, consequential, punitive, or treble damages, except when such damages arise out of a cause of action unrelated to this agreement or willful, grossly negligent or intentional conduct.

Representations and Warranties

Client represents and warrants that Client is healthy enough for this Activity, and if Client suffers from any heart, respiratory, cardiac, other condition, disability, or disease that limits Client's ability to perform physical activity, that Client has received permission from Client's doctor to participate in the Activity or Client has chosen to disregard the advice of his or her doctor and is opting to participate in the Activity regardless despite the known risks.

Client represents and warrants that all supplies, equipment and gear provided by Client is in good working order and is the proper supplies, equipment or gear necessary for the Activity Client is participating in.

WBN disclaims all and makes no warranties, except as otherwise specifically stated herein, and specifically disclaims any warranty of merchantability or warranty of fitness for a particular use.

Indemnity and Hold Harmless

Client agrees to indemnify and hold harmless WBN against any and all claims, costs, damages, lawsuits, arbitrations, mediations, settlements, and expenses, including attorney's fees, due to any harm, damages, accidents or other costs that may arise out of participation in the Scope of Activity or the activities arising out of this Agreement.

Assumption of Risk

Client may be about to engage in an activity that presents a risk to his or her health or wellbeing. Client acknowledges that he or she is engaging in the activity of his or her own volition and expressly accepts the risk associated with this activity, even if those activities may result in bodily injury or death.

Client assumes all risk associated with any supplies, equipment or gear provided by Client to participate in the Activity.

Rules for Activity

As an ongoing condition for participation in the Activity, you agree to strictly follow and abide by the attached rules, as they may change from time to time and any verbal instructions from WBN or its officers, instructors, guides or leaders. These rules are established for your and other participants' safety and enjoyment. Failure to follow the rules shall be considered a material breach of this Agreement.

Choice of Law

This Agreement is made in North Carolina, and the rights and obligations of the Parties hereunder shall be interpreted, construed and enforced in accordance with the laws of the State of North Carolina (excluding only its choice of law rules).

Any dispute under this Agreement that is not covered by the Binding Arbitration Provision, or for dispute in the event a court of competent jurisdiction rules that the Binding Arbitration Provision is invalid, shall be tried in the courts of Durham County, North Carolina.

Binding Arbitration

You and we agree that any and all claims, dispute or controversies between you and WBN (or the employees, officers, directors, agents or assigns of WBN) and any claim arising from or relating to this agreement shall be resolved by binding individual (not joint) arbitration to be conducted in Durham County, North Carolina. If the parties cannot agree on a single arbitrator, each party shall appoint, at their own cost, an arbitrator for the sole purpose of selecting a single arbitrator who shall conduct the arbitration and make the determination. The selected arbitrator shall determine the date, time and place of the arbitration. Each party shall pay their own cost and attorneys' fees. This agreement to arbitrate all disputes shall apply no matter by whom or against whom the claim is filed.

Merger

Except as expressly stated herein, this Agreement, and its exhibits and addenda, as amended from time to time in accordance with the terms of this Agreement, contains the entire agreement among the parties relative to the subject matter hereof and supersedes all prior or contemporaneous promises, agreements, representations, and understandings, whether written or oral, of the Parties with respect to the subject matter hereof.

Severability

If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

Modifications and Amendments

Except as specifically stated herein, this Agreement or any exhibits or addenda may not be modified except by written agreement, signed by both parties.

Counterparts

This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement shall become effective when WBN has received counterparts bearing the signatures of all parties hereto. Delivery of an executed signature page by telecopy or electronic mail shall be effective as delivery of a manually executed counterpart of this Agreement.

Relationship

Nothing in this Agreement shall make WBN or Lucy Hayhurst an employee of Client, nor establish a joint venture or partnership relationship between WBN and Client.

Medical Waiver

You understand that this activity involves physical activity and movements, some of which may be outside of your comfort level. You agree that although mild discomfort is perfectly acceptable, you will notify the group leader, instructor, guide, or any person WBN assigns should you be in pain and you will be sure to not continue whatever action causes the pain. You will pay attention to your body and take appropriate rests if you feel fatigued or in pain.

You agree that you are physically healthy enough to participate in this activity and that if you've previously received a medical diagnosis that required the limiting of your physical activity or have been instructed to limit certain types of physical activities, that you have been cleared by your doctor to participate in this activity.

BY SIGNING BELOW, YOU SPECIFICALLY RELEASE AND AGREE TO HOLD LUCY HAYHURST AND WELL BALANCED NUTRITION LLC HARMLESS FROM ANY AND ALL LIABILITY, NEGLIGENCE OR OTHERWISE, THAT ARISES FROM YOUR PARTICIPATION IN THIS ACTIVITY. THIS, IN NO WAY, LIMITS YOUR ABILITY TO SEEK LEGAL RECOURSE IN THE EVENT OF GROSSLY NEGLIGENT OR INTENTIONAL WRONGDOING.

[Signatures Next Page]

Client

Signature

Print Name

Date

Well Balanced Nutrition, LLC

By:

Signature

Print Name and Title

Date