

INFORMED PARTICIPATION, RISK ACKNOWLEDGMENT AND CONSENT AGREEMENT

The purpose of this Agreement is to set the conditions under which the participant can take part in wellness, movement, and fitness activities at what is called "Vian Wellness," owned by Stefanie Jiras, as will be referred to from now on in this agreement, and to acknowledge that the participant has received sufficient information about the nature of these activities and the ordinary and inherent risks that may arise from participation.

PLEASE READ THIS DOCUMENT CAREFULLY BEFORE SIGNING.

PARTICIPANT INFORMATION

Full Name: _____

Phone: _____

Email: _____

1. NATURE OF THE ACTIVITIES

The participant acknowledges that the activities offered by Vian Wellness may include, among others:

- * Yoga;
- * mobility and flexibility exercises;
- * stretching;
- * body movement;
- * physical conditioning;
- * breathwork;
- * meditation;
- * relaxation;
- * workshops;
- * individual or group sessions; and
- * other wellness-related activities.

The participant understands that these activities are intended for wellness, conditioning, movement, relaxation or personal development purposes, as applicable, and do not, by themselves, constitute medical diagnosis, consultation, treatment or medical care.

Vian Wellness instructors and personnel do not replace physicians, physical therapists, psychologists, psychiatrists or other duly licensed healthcare professionals.

If the participant has any concerns regarding their physical or medical ability to participate in an activity, the participant should consult the appropriate healthcare professional beforehand.

2. VOLUNTARY AND INFORMED PARTICIPATION

The participant represents that participation is voluntary and informed. The participant further acknowledges having had sufficient opportunity to ask questions regarding the activities, their nature and the ordinary risks that may be associated with them. The participant understands that they may choose not to perform a particular activity and may withdraw from an activity at any time.

3. ACKNOWLEDGMENT OF ORDINARY AND INHERENT RISKS

The participant acknowledges that physical and movement activities may involve ordinary and inherent risks, even when performed under reasonable instructions and ordinary safety conditions. Such risks may include, without limitation:

- a) muscle soreness or fatigue;
- b) muscle strains or contractures;
- c) temporary loss of balance;
- d) dizziness;
- e) dehydration;
- f) falls;
- g) impacts or bumps;
- h) muscle, joint or soft-tissue injuries;
- i) aggravation of a pre-existing physical condition; and
- j) other effects or injuries that may reasonably arise from the nature of the activity.

The participant understands that these risks are inherent to certain physical activities and that no physical activity can guarantee the complete absence of injury.

4. PARTICIPANT'S RESPONSIBILITY REGARDING THEIR OWN CONDITION

The participant agrees to inform the appropriate Vian Wellness instructor or personnel in advance of any circumstance that could reasonably affect safe participation, including, without limitation:

- * injuries;
- * physical limitations;
- * previously diagnosed medical conditions;
- * recent medical procedures;

- * pregnancy;
- * movement restrictions;
- * medications or treatments that may affect the participant's ability to perform the activity; or
- * any other circumstance the participant considers relevant to their safety.

The participant agrees to participate only within their own abilities and to follow reasonable instructions provided by the instructors. The participant shall not perform movements or exercises beyond their physical abilities.

5. RIGHT TO STOP OR MODIFY AN ACTIVITY

The participant may stop, modify or request an adjustment to any exercise or activity if they experience:

- * pain;
- * dizziness;
- * difficulty breathing;
- * discomfort;
- * weakness;
- * loss of balance;
- * significant discomfort; or
- * any other symptom or circumstance that causes the participant to believe that continuing may present a risk.

The participant shall notify the instructor of such circumstances as soon as reasonably possible.

6. OBLIGATIONS OF VIAN WELLNESS

Vian Wellness shall endeavor to conduct its activities under reasonable safety conditions and provide instructions and supervision consistent with the nature of the activities offered. Vian Wellness shall also comply with the legal and administrative requirements applicable to the operation of its facilities and the provision of its services. This Agreement does not authorize Vian Wellness to disregard any legal, regulatory, administrative or safety obligations applicable to its operations.

7. RISKS RELATED TO THE PREMISES

The participant acknowledges that ordinary risks related to the premises and their use may exist when entering, remaining at or moving throughout the facilities.

Such risks may include:

- * wet surfaces;
- * uneven surfaces;
- * stairs;
- * changes in elevation;
- * obstacles;
- * entrances and exits;
- * walkways;
- * outdoor areas;
- * parking or access areas; and
- * weather conditions or other ordinary circumstances related to the premises.

The participant agrees to exercise reasonable care while moving throughout the premises and to promptly notify Vian Wellness of any condition that the participant believes may present a safety risk to themselves or others.

8. ASSUMPTION OF ORDINARY RISKS

The participant voluntarily acknowledges and accepts the ordinary and inherent risks reasonably associated with the activities in which the participant chooses to participate. This acceptance applies only to risks that are inherent to the nature of the activity and that may reasonably occur even when ordinary safety measures are observed. This provision does not constitute a general, absolute or advance waiver of rights granted under Mexican law, nor is it intended to exclude any liability that may not legally be waived or limited.

9. LIABILITY AND LIMITATIONS OF THIS AGREEMENT

The parties acknowledge that the purpose of this document is to establish that the participant received information regarding the ordinary risks of the activities and voluntarily chose to participate.

No provision of this Agreement shall be interpreted as releasing liability for conduct, acts or omissions for which liability may not legally be excluded or limited. In particular, this Agreement is not intended to exclude liability arising from:

- a) willful misconduct;
- b) unlawful conduct;
- c) breach of legal obligations;
- d) negligence for which the service provider is legally responsible;
- e) failure to comply with applicable safety obligations; or
- f) any other liability that cannot legally be waived, excluded or limited under applicable law.

If any provision of this Agreement is determined by a competent authority to be invalid, ineffective or unenforceable, such determination shall not affect, to the extent legally permitted, the validity of the remaining provisions.

10. MEDICAL EXPENSES

The participant acknowledges that, when an injury, illness or medical emergency is not legally attributable to Vian Wellness, expenses arising from medical treatment, ambulance services, hospitalization, medication or other medical services shall be the responsibility of the person legally responsible for such expenses. The foregoing shall always be subject to applicable mandatory laws and without prejudice to any rights legally available to the participant.

11. ACCURATE INFORMATION

The participant represents that the information provided in this document is true and sufficient for safety and participation purposes. The participant further agrees to disclose any relevant change in their physical condition or personal circumstances that could affect safe participation.

PARTICIPANT ACKNOWLEDGMENT

By signing this Agreement, I acknowledge that:

I have read this document in its entirety.

I understand the nature of the activities conducted at Vian Wellness.

I have been informed of the ordinary and inherent risks associated with the activities.

My participation is free, voluntary and informed.

I agree to participate within my own abilities.

I agree to disclose any circumstance that may affect my safety.

I understand that I may stop or modify my participation whenever I believe that continuing may present a risk to me.

I have had the opportunity to ask questions before signing.

I understand that Vian Wellness does not provide medical diagnosis or treatment through its general wellness activities.

I accept this Agreement to the extent permitted by the applicable laws of Mexico and the State of Yucatán.

PARTICIPANT NAME:

SIGNATURE:

DATE:

FINAL NOTICE

This document constitutes an informed participation and risk acknowledgment instrument. Its interpretation and application shall be subject to Mexican law and, where applicable, the laws and regulations of the State of Yucatán. The parties acknowledge that no provision of this document is intended to waive non-waivable rights or exclude liabilities that cannot legally be excluded or limited.