

## **Workshop Participation & Waiver of Liability Agreement**

Thank you for participating in the SOMA Breath Event, which consists of a class, a workshop, a retreat or a series of classes or workshops, whichever is applicable (the “**Workshop**”), taught by \_\_\_\_\_ and designated teachers or volunteers (collectively, the “**Teachers**”).

By participating in the Workshop, you agree to the following terms and conditions:

### **A. Nature of the Workshop**

1. The information presented during the Workshop, including ideas, suggestions, techniques, trainings, exercises, initiations, processes, activities, energetic activations, empowerments, downloads, instructions, and other materials (collectively the “**Materials**”), is educational in nature and is provided only as general information and is not medical or psychological advice.
2. You understand the Workshop is experiential in nature and focuses solely on personal growth and spiritual transformation and is not to be considered treatment for any physical, emotional, or mental disorder. You agree to consult with your health care providers for any specific medical, emotional, or psychological problems or issues in advance of the Workshop. Further you agree to take full responsibility for your self-care during the Workshop and after.
3. Any stories or testimonials presented before or during the Workshop do not constitute a warranty, guarantee, or prediction regarding your experience during or after the Workshop. Further, you understand that Teacher makes no warranty, guarantee, or prediction that you will experience any particular state of awareness or consciousness during or after the Workshop, nor does it make any representation that you will experience any particular outcome on an issue. Due to the fact that the Workshop includes group processes in which you may voluntarily reveal personal information, you understand that you waive your rights of privacy and confidentiality.
4. You acknowledge and agree that anything and everything discussed with one of the Teachers, or any Workshop participant is merely a perspective for you to consider. You further understand that your participation in the Workshop is not intended to create, nor does it establish a client-practitioner relationship or any other type of therapeutic or professional relationship between you and the Teachers.
5. Please be advised that by participating in the Workshop, emotional or physical sensations may surface which could be perceived as negative side effects and possibly cause psychological and/or physical discomfort. If you experience any distressing reactions by participating in the Workshop, you agree to ask for help from one of the Teachers.

### **B. Waiver of Liability**

1. You represent that you are competent and able to understand the nature and consequences of participating in the Workshop, and that you are an adult under the laws of the State or Country of your residence. If you are a minor, your parent or legal guardian hereby represents that you are competent and able to understand the nature and consequences of participating in the Workshop.
2. You understand that your participation in the Workshop is strictly voluntary, at your own risk, and that you freely choose to participate. Since the Workshop is experiential and the extent of the Workshop’s risks and benefits are not fully known, you agree to assume and accept full and complete responsibility for any known and unknown risks associated with your participation in the Workshop, including any physical injury, psychological or emotional effects, death, loss, or property damage.
3. You acknowledge that Soma Breath Inc. does not sponsor or conduct the Workshop and that the Workshop is sponsored and conducted by the Teachers. You agree to release the

Teachers, employees, volunteers, and any independent contractors of the Teachers from any liability resulting from your participation in the Workshop. Specifically, you and your heirs agree to fully release, indemnify, hold harmless and defend the Teachers, employees, volunteers, and any independent contractors, from any and all claims or liability, and for any damage or injury, including but not limited to, financial, personal, emotional, psychological, medical, or otherwise, which you may incur arising at any time as a result of your voluntary decision to participate in the Workshop. You further agree to fully release, indemnify, hold harmless and defend Soma Breath Inc. from any and all claims or liability, and for any damage or injury, including but not limited to, financial, personal, emotional, psychological, medical, or otherwise, which you may incur arising at any time as a result of your voluntary decision to participate in the Workshop.

4. In the event of an accident, injury or sickness, you give permission to the Teacher's employees, volunteers, and any independent contractors to seek medical attention and/or authorize emergency medical treatment if necessary. Teachers will first attempt to communicate with your authorized emergency contact before seeking medical treatment for you, unless it is not feasible or practical. The Teachers, employees, volunteers, and any independent contractors will not be held liable for any accident, injury, sickness, death, loss, or property damage that might arise out of or in connection with such authorized emergency medical treatment.

5. You further agree to hold harmless the Teachers, employees, volunteers, and any independent contractors from any damages or costs, including Court and attorney's fees, which may be incurred due to your participation in the Workshop.

6. You agree and understand the Workshop may be filmed, photographed and/or recorded and that the Teachers shall have all rights in and to such film, photographs and/or recording, including the copyright therein. The copyright shall include, but not be limited to, the right to use, re-use, publish, and re-publish and otherwise reproduce, modify, and display any such film, photograph and/or recording for educational and promotional purposes, including without limitation, audiotapes, audio CDs, DVDs, websites, video, or film or any other form of recorded images. You grant the Teachers right, without compensation to you, to film, photograph and/or record you while participating in the Workshop and you waive any right which you now have or may have hereafter in any such film, photograph and/or recording. You agree to not record by audio, video, photographic or any other means, any portion of the Workshop.

7. Any and all matters in dispute between the parties to this Agreement, whether arising from or relating to the Agreement itself, or arising from alleged extra-contractual facts prior to, during, or subsequent to the Agreement, including, without limitation, fraud, misrepresentation, negligence or any other alleged tort or violation of the contract, shall be governed by, construed, and enforced in accordance with the laws of State of California, without regard to conflicts of law doctrines and regardless of the legal theory upon which such matter is asserted. If any portion of this Agreement is held to be invalid, it is agreed that the balance of the Agreement shall continue in full force and affect. This Agreement shall be binding upon you and your heirs, family, legal representative, successors, and assigns.

8. This Agreement constitutes the entire and final agreement between the parties and supersedes any prior oral or written agreements, discussions or understandings. This Agreement may not be modified in any respect except in writing describing the modification and signed by both parties.

By signing below, you acknowledge that you have carefully and completely read and fully understand all aspects of this Agreement and you agree to all of the terms and conditions stated herein.

Acknowledged:

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Print Name

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Signature

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Date

If participant is under 18:

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Print Name

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Signature

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Date

Emergency Contact Information:

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_

Home: \_\_\_\_\_ Cell: \_\_\_\_\_ Email: \_\_\_\_\_