

# RELEASE, WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT

I, the participant, ("Releasor/Participant"), understand that in participation, observation, or presence in any activity (collectively referred to as "Activities") offered by Justin Weiss ("Releasees/Facilitator"), I agree to the following:

## **SERVICES & DISCLOSURE.**

I understand that Activities offered by Releasees are designed to enhance quality of life and support holistic wellbeing, and are not intended to constitute medical advice or any substitution for medical care. I understand that Activities are not intended to be relied upon for diagnosis or treatment in relation to any health problem, and services of the Facilitator do not replace the care of licensed professionals.

## **MEDICAL DISCLAIMER & CONTRAINDICATIONS.**

I understand that breathwork and Activities may catalyze strong emotional and physical responses. I understand that I may find the Activities physically, emotionally, or mentally stressful, and that breathwork and Activities **are not safe under certain medical conditions and not advised for persons with a history of cardiovascular disease or prior heart attack, Raynaud's Syndrome, kidney disease, epilepsy or seizures, severe asthma, bipolar disorder, schizophrenia, dissociative disorders, history of significant trauma, and during pregnancy.**

*I hereby state that I am not pregnant, and if any of the above conditions apply to me, I will advise the Facilitator prior to participation. I understand that the Facilitator is not qualified to evaluate my fitness for involvement in the Activities, and that I am fully responsible for seeking medical help to treat all symptoms that are present before and after the Activities. I hereby state that I am physically and mentally fit to participate in Activities, and understand that it is solely my responsibility to seek professional support after Activities if I feel unstable mentally or emotionally. I knowingly waive any claim I may have against the Releasees for injury or damages that I may sustain as a result of participating in Activities.*

## **RISKS.**

I understand and acknowledge that the Activities in which I am participating in bear certain known inherent risks that contribute to the unique character of these Activities, and that Facilitator cannot eliminate, alter, or control these inherent risks. "Risks" include, but are not limited to, known and unknown health conditions, inaccessibility to immediate medical attention, risks inherent in breathwork that include, but are not limited to, over-exertion, psychological distress and disorientation, hyperventilation, respiratory alkalosis, muscle spasms, chest pain,

hypothermia, afterdrop, numbness, heart attack, death, and injury or death caused by negligence on the part of Participant or other people around Participant.

*I hereby expressly and specifically assume the risk of injury or harm, and agree that my involvement in Activities is purely voluntary, and that I elect to participate in spite of the Risks.*

#### **CONFIDENTIALITY.**

I understand that unless otherwise explicitly stated, Activities offered will be recorded or shared, and photograph(s), video(s), or audio(s) may be taken for marketing purposes or otherwise. Consent for photo/video will be requested prior to these events, and will be requested strictly for personal use by the Participant. I understand that information shared with the Facilitator is privileged communication and strong ethical standards of confidentiality are maintained. **I understand that in voluntarily revealing personal information in group Activities, rights of privacy and confidentiality are waived and cannot be guaranteed.** I also understand that confidentiality may be waived, without consent, if there is imminent danger to yourself or others, or there is occurrence of child, elder, or dependent adult abuse or neglect. I will refer to the Company's PRIVACY POLICY for information about how personal data is collected, stored, and used when registering for Activities or Company's newsletter.

#### **PERSONAL PROPERTY.**

I understand that any items the Participant brings to Activities (camera, cell phone, other personal electronics, clothing, jewelry, etc.) are the responsibility of the Participant, and the Facilitator (Justin Weiss) is in no way responsible for lost, missing, stolen or damaged items.

#### **METHODOLOGY, WARRANTIES, & OUTCOMES.**

I agree to be open minded to Facilitator's methods and partake in Activities and services as proposed and instructed. I understand that Facilitator has made no guarantees as to the outcome of Activities, and that information and testimonials presented before, during, or after Activities do not constitute a warranty of specific outcomes.

#### **LIMITATION OF LIABILITY.**

By using Justin Weiss' services and purchasing Activities, I accept any and all risks, foreseeable or non-foreseeable, arising from such transaction. I agree that Facilitator will not be held liable for any damages of any kind resulting or arising from including but not limited to; direct, indirect, incidental, special, negligent, consequential, or exemplary damages happening from participation in Activities or use of materials provided.

## **LIMITATION OF LIABILITY FOR LOCATION.**

By using Justin Weiss' services and purchasing Activities, I accept any and all risks, foreseeable or non-foreseeable, arising from such transaction. I agree that the location, venue, residential owner/renters, HOA, or any persons involved with hosting Justin Weiss' Activities will not be held liable for any damages of any kind resulting or arising from including but not limited to; direct, indirect, incidental, special, negligent, consequential, or exemplary damages happening from participation in Activities or use of materials provided.

## **INDEMNIFY & HOLD HARMLESS.**

By clicking "Register," "Purchase," "Buy Now," or any other phrase on the purchase button, sending "Venmo", "Cash App", or "Volunteering", entering my credit card information, or otherwise enrolling, electronically, verbally, or otherwise in Activities, I, in my personal name and on behalf of my relatives, heirs, legal representatives, and assigns, agree at all times to release, indemnify and hold harmless Releasees, as well as their affiliates, employees, students, joint venture partners, successors, assignees, and licenses, as applicable, from and against any and all claims, causes of action, damages, liabilities, costs, and expenses, including legal fees and expenses, arising out of or related to Activities. I knowingly and freely assume all risks, both known and unknown, even if arising from the negligence of the Releasees or others, and assume full responsibility for my participation in Activities.