



Amanda Andrade Hypnotherapy – AGREEMENT RELEASE, WAIVER OF LIABILITY AND ASSUMPTION OF RISK FOR BREATHWORK ACTIVITY

LOVE IS THE HEALING POWER

Welcome and we are glad you are here! You are about to embark on a wonderful journey of learning, self-discovery, and empowerment that could very well change the way you think and react to and handle situations in your life.

Name: _____

E-mail: _____

Phone number: _____

Emergency Contact: _____

“Breathwork” encompasses a range of breathing exercises designed to enhance physical, spiritual and emotional health. It is used to promote healing, health and self-awareness and is thought to help those suffering from psychosomatic problems. The effects of breathwork may include all types of physical and emotional release, including but not limited to: muscle contractions, sweating, nervous system and biochemical changes, heightened sensory awareness, headache, fainting, crying, laughing, dizziness and other symptoms. Although these effects may be expected, especially during a heavy or extended breathwork activity, be advised that there is no way to eliminate the risks or to anticipate the length of any physical or emotional effects (which may last beyond the breathwork itself). Although breathwork is used for healing purposes, in some cases people have experienced adverse effects and, as a result, breathwork is contraindicated (not recommended) for those with a personal or family history of mental illness, seizure disorders for persons taking psychiatric medications, for those with a history of cardiovascular disease, myocarditis, heart attack, high blood pressure, glaucoma, retinal detachment, bone or muscular disorders, significant physical injuries or recent surgery.

Breathwork is considered an alternative healing therapy and is not a substitute for or intended to be medical or psychological care. Any advice offered regarding breathwork is not designed to be a diagnosis or treatment of any disease, injury or medical condition. **YOU MUST CONSULT YOUR PHYSICIAN OR HEALTH CARE PROVIDER** with regard to your health or any medical condition(s) that may affect or be impacted by breathwork.

By signing below, you agree that Amanda Andrade Hypnotherapy and any of its owners, principals, agents, assistants, representatives or employees, including but not limited to Amanda Andrade Hypnotherapy (collectively, “FACILITATOR” or “RELEASED PARTIES”) shall not have any liability to you under any theory of liability in connection with your participation in any breathwork activity. WITHOUT LIMITING THE FOREGOING, IN NO EVENT WILL THE RELEASED PARTIES BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR INCIDENTAL DAMAGES arising from such activity. By signing this waiver you agree to release and forever waive any and all claims or damages you may have against the RELEASED PARTIES in connection with your

participation in breathwork activity, including but not limited to, any claims for damages based on FACILITATOR'S negligence. This agreement shall be binding upon you, your heirs, personal representatives, executors and any and all successors in interest.

I (Participant) understand that I am fully and solely responsible for any effects that could potentially occur in connection with my participation in any breathwork activity administered by FACILITATOR.

I UNDERSTAND THAT PARTICIPATION IN BREATHWORK CAN EXPOSE ME TO A RISK OF PHYSICAL OR PSYCHOLOGICAL INJURY. These injuries or outcomes may arise from my own or FACILITATOR'S actions, inactions, negligence or the condition of the location(s) or facility(ies). I ASSUME ALL RISKS OF MY PARTICIPATION IN BREATHWORK ACTIVITIES WITH FACILITATOR, WHETHER KNOWN OR UNKNOWN TO ME, OF INJURY, ILLNESS, DEATH OR DAMAGE OF WHATEVER KIND, INCLUDING TRAVEL TO OR FROM SUCH ACTIVITY OR ANY EVENTS INCIDENTAL TO SUCH ACTIVITY.

I acknowledge that I have consulted a physician and have no known health or medical conditions that would impact my ability to participate in breathwork activities administered by FACILITATOR.

I represent and certify that I am in good physical and mental health and fit to partake in breathwork activities as described above. I acknowledge that my representations constitute a material term upon which FACILITATOR is relying in permitting me to partake in ANY breathwork activities and without such representation my participation would be denied. On behalf of myself, my relatives and any heirs, assigns, agents, personal representatives and estate (collectively, the "RELEASING PARTIES"), I HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS THE RELEASED PARTIES WITH RESPECT TO ANY AND ALL INJURY, whether physical, mental, psychological or emotional, or ANY LOSS or DAMAGE to PERSON or PROPERTY, of any kind, WHETHER ARISING FROM THE NEGLIGENCE OF FACILITATOR OR OTHERWISE, to the fullest extent permitted by law.

I agree to defend, indemnify, and hold harmless the RELEASED PARTIES for all costs and expenses, including but not limited to all legal fees incurred by RELEASED PARTIES in defending any claim brought against them by any of the RELEASING PARTIES and further agree to pay the full amount of any judgment, award or verdict that might be entered against the RELEASED PARTIES.

I understand and acknowledge that the FACILITATOR/RELEASED PARTIES are NOT physicians or healthcare professionals, and the breathwork activities being offered are not intended to treat or diagnose any illnesses, disease or disorders, whether physical, mental, psychological or emotional.

I unconditionally and irrevocably waive and release any and all claims I now have or may in the future have against FACILITATOR with respect to any injury, loss or damage I suffer as a result of participating in the breathwork activities described herein. I understand and agree that this Release of Liability, Waiver and Assumption of Risk Agreement (hereinafter "AGREEMENT") extends to and includes any and all damages, injuries, and claims which I do not anticipate or know to exist and to any and all damages, injuries, or claims which may develop in the future, and I hereby expressly waive and relinquish any and all rights under any law or statute to the contrary.

I hereby acknowledge and agree that I am participating in a session provided by Amanda Andrade Hypnotherapy and that I have been informed that any recordings of the session, including but not limited to audio or visual recordings, are strictly prohibited. I understand that any unauthorized recording or distribution of the session, whether through personal recording devices, live streaming, or any other means, is strictly prohibited and may result in legal action being taken by Amanda Andrade Hypnotherapy. I further acknowledge and agree that Amanda Andrade Hypnotherapy owns all intellectual property rights to the content of the session, including but not limited to any materials, presentations, or other media used during the session. Any use or distribution of these materials without prior written consent from Amanda Andrade Hypnotherapy is strictly prohibited. By participating in the session, I agree to the terms and conditions set forth in this waiver and acknowledge that any violation of these terms may result in legal action being taken by Amanda Andrade Hypnotherapy.

Waiver of Liability Relating to COVID-19: I acknowledge the contagious nature of coronavirus/COVID-19, that public health authorities may recommend practicing physical distancing or avoiding public or group activities altogether, and that I may become infected with coronavirus/COVID-19 or other infectious disease(s) as a result of participating in breathwork activities with FACILITATOR. Nevertheless, I voluntarily seek to participate, regardless of whether the FACILITATOR or any other person at the premises is or is not following recommended public health guidelines and I acknowledge that I am increasing my risk of exposure by doing so. I will not participate in any activity with FACILITATOR if: (i) I am experiencing any symptom of coronavirus/COVID-19, including but not limited to cough, shortness of breath or difficulty breathing, fever, chills, muscle pain, headache, sore throat, or loss of taste or smell; (ii) I have been exposed to someone with a suspected and/or confirmed case of coronavirus/COVID-19; or (iii) I have been diagnosed with or tested positive for coronavirus/COVID-19.

If I should become injured while participating in any breathwork activity, I authorize any licensed physician, nurse or other medical personnel to perform emergency or surgical treatment as in his or her sole judgment may be necessary. If I need medical treatment or require any other intervention following breathwork activity, I agree that I am entirely (100%) financially responsible for any fees or costs incurred as a result.

I further declare that I am eighteen and legally competent to sign this liability release. I have read this AGREEMENT and am signing it freely.

I have sought independent legal advice and/or understand the legal consequences of signing this document, including (a) releasing the FACILITATOR from any and all liability with respect to breathwork activity, (b) waiving my right to recover any damages with respect to breathwork activity with the FACILITATOR under any legal theory, and (c) assuming all risks of participating in breathwork activity administered by FACILITATOR.

In the event that any of the foregoing provisions are held by a court of law to be invalid or unenforceable, I agree that the total liability of FACILITATOR, if any, for losses or damages shall not exceed the amount paid for breathwork services.

Signature: _____ Date: _____