

Release of Liability, Waiver and Assumption of Risk Agreement

In consideration of being permitted to participate in any way in HypnoBreathwork® with Julie Costa, I, the undersigned, hereby acknowledge, understand and expressly agree to the following:

(1) Breathwork can result in intense physical and emotional release. Therefore, it is not advised for persons with a history of cardiovascular disease, including angina or heart attack, high blood pressure, use of a pacemaker, glaucoma, retinal detachment, osteoporosis, significant recent physical injuries or surgery.

(2) Breathwork is not advised for persons with mental illness or seizure disorders or for persons using major medications. It is also unsuitable for anyone with a personal or family history of aneurysms. Pregnant women are advised against practicing HypnoBreathwork® without first consulting and getting approval from their primary care physician. Persons with asthma should bring their inhaler and consult with their primary care physician and HypnoBreathwork® class facilitator. This work is deeply experiential. It may involve intense and energetic emotional release.

(3) On behalf of myself, my spouse, my minor children, wards, relatives or other persons under my care, my parents, next of kin, my heirs, assigns, agents, personal representatives and estate (hereinafter collectively "Releasing Parties"), I hereby release, indemnify, and hold harmless Julie Costa, her employees, agents, representatives, team members, as well as its owners, principals, employees, agents and representatives (hereafter collectively "Julie Costa") 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 Julie Costa or otherwise, to the fullest extent permitted by law.

(4) To the fullest extent allowed by law, I agree to defend, indemnify, and hold harmless Julie Costa for all costs and expenses, including but not limited to all legal fees incurred by Julie Costa in defending any claim brought against any or all of Julie Costa 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 any of Julie Costa and/or in favor of any or all of the Releasing Parties.

(5) I understand there is a risk of physical, mental, psychological or emotional injury or death from the activities, and although personal discipline or compliance with the guidance of Julie Costa may reduce this risk, the risk of such injury nevertheless does exist.

(6) I am fully aware that the activities could be hazardous resulting in injury or death. I fully acknowledge that I am voluntarily participating in the activities with knowledge of the danger involved, and I knowingly and freely assume all such risks, but known and unknown, even if arising from the negligence of the releases of others, and assume full responsibility for my participation.

(7) I agree to comply with the stated and customary guidance and norms of participation in the activities. If, however, I observe any unusual hazard during my presence or participation, I will immediately remove myself from participation in the activities and bring such attention to the nearest official forthwith.

(8) I know, understand and acknowledge that Julie Costa is NOT a physician, psychologist, therapist or healthcare professional, and the activities being offered are NOT intended to treat or diagnose, and does NOT include treatment for or diagnosis of, any illnesses, disease or disorders whether physical, mental, psychological or emotional.

(9) I promise, represent and certify that I am in good health physically, mentally, psychologically and emotionally, and fully understand and acknowledge that if I were not in such good health, I would not be permitted to partake in the activities. As such, my promise, representation, and certification that I am in good health in each of the above-enumerated ways constitutes a material term upon which Julie Costa is relying in permitting me to partake in the activities.

(10) If I am pregnant or become pregnant or am post-natal, I will not participate in the activities without first discussing the risks with my doctor, and I will only participate in the activities if I have my doctor's full approval. I will not hold Julie Costa responsible for any injuries to my pregnancy caused in part or in whole by my failure to follow my doctor's recommendation.

(11) To the fullest extent allowed by law I, on behalf of myself and all Releasing Parties, hereby forever unconditionally and irrevocably waive and release any and all claims I now have or may in the future have against Julie Costa with respect to any injury, loss or damage I suffer as a result of participating in the activities or any of the future activities in which I may participate. 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 of statute to the contrary.

(12) After being fully informed of the above, I, on my own behalf, and, to the fullest extent allowed by law on behalf of all Releasing Parties expressly agree and promise to accept and assume all of the risks inherent to and existing in connection with the activities; and I voluntarily elect to participate in the activities.

(13) Although this Agreement and completely releases Julie Costa from any and all liability of any kind of any nature in any way connected to, arising from, or relating to the Activities at issue, I further acknowledge and agree that to the extent I violate the plain terms of this Agreement by filing a claim, suit or other action against any of the Julie Costa, any such claim, suit or other action shall be filed solely and exclusively before the American Arbitration Association, as governed by the Commercial Rules of Arbitration, with the initiating party bearing the fees and costs associated with arbitration, and with the prevailing party entitled to recover reasonable attorneys' fees and costs associated with the arbitration. Any legal or equitable claim that may arise from participation in the above shall be resolved under Massachusetts law.

(14) I acknowledge, understand and agree that this Agreement, and all of the releases, terms and conditions contained herein, shall apply with equal force and govern any future Activities in which I partake with Julie Costa, thus obviating the need for me to sign this Agreement each and every time I partake in the activities.

(15) I understand and agree that Julie Costa is not responsible for property that is lost, stolen, or damaged while in, on, or about the premises.

(16) To the extent that any portion, clause or aspect of this agreement is found to be invalid, void or unenforceable, all other portions, clauses, or aspects of this agreement shall remain in full force and effect.

(17) I have read this release of liability and assumption of risk agreement, fully understand its terms and I have either consulted an attorney or, at my sole discretion, elected not to do so.

(18) I understand that I am providing this release as consideration, in part, for participation in the activities. As such, I understand that if I wish to alter or negotiate the terms of this Agreement, I may do so by speaking with Julie Costa.

(19) I understand that I have given up substantial rights by signing this release of liability and assumption of risk agreement and sign it freely and voluntarily without any inducement.

(20) Protection of Confidential Information. The Recipient understands and acknowledges that the Confidential Information has been developed or obtained by the Owner by the investment of significant time, effort and expense, and that the Confidential Information is a valuable, special and unique asset of the Owner which provides the Owner with a significant competitive advantage, and needs to be protected from improper disclosure. In consideration for the receipt by the Recipient of the Confidential Information, the Recipient agrees as follows:

- No Copying/Modifying. The Recipient will not copy or modify any Confidential Information without the prior written consent of the Owner.

- Unauthorized Use. The Recipient shall promptly advise the Owner if the Recipient becomes aware of any possible unauthorized disclosure or use of the Confidential Information.

- Unauthorized Disclosure of Information - Injunction. If it appears that the Recipient has disclosed (or has threatened to disclose) Confidential Information in violation of this Agreement, the Owner shall be entitled to an injunction to restrain the Recipient from disclosing the Confidential Information in whole or in part. The Owner shall not be prohibited by this provision from pursuing other remedies, including a claim for losses and damages.

- Limited License to Use. The Recipient shall not acquire any intellectual property rights under this Agreement except the limited right to use as set forth above. The Recipient acknowledges that, as between the Owner and the Recipient, the Confidential Information and all related copyrights and other intellectual property rights, are (and at all times will be) the property of the Owner, even if suggestions, comments, and/or ideas made by the Recipient are incorporated into the Confidential Information or related materials during the period of this Agreement.

By signing this document, I acknowledge that if anyone is injured or killed, or if property is damaged, during my participation in the activities, I will be found by a court of law to have waived all right to maintain suit against Julie Costa and/or that I will be found to be fully responsible for all attorney fees and all other costs incurred by Julie Costa and/or that I will be found personally liable for any judgment, award or verdict entered against Julie Costa.

I understand that there exists known and unknown dangers of serious injury and death associated with the activities, some of which are referenced above, nevertheless choose to participate in the activities.

You will be added to our email list. You may unsubscribe at any time.