



DHAMMA'S NEST

RELEASE AND WAIVER OF LIABILITY AGREEMENT

I confirm that I am and/or the person I am utilizing the service(s) for are capable of understanding and agreeing to the conditions of this **RELEASE AND WAIVER OF LIABILITY AGREEMENT** and other terms of use and conditions provided by Dhamma's Nest.

I confirm that I am and/or the person I am registering for are mentally, psychologically, and emotionally capable of making sound decisions behalf of myself or their selves.

I confirm that I am and/or the person I am registering for is at least 18 years old.

I confirm that I am and/or the person I am registering for have completely read, understand, and agree this **RELEASE AND WAIVER OF LIABILITY AGREEMENT** and the other Terms of Conditions and Policies provided on Dhamma's Nest website at least 24 (twenty four) hours prior to the service(s) booked and/or utilized.

I confirm that by attending any of Dhamma's Nest service(s), I am fully and solely responsible for any physical, mental, emotional, and psychological damages, injuries, loss, and/or adversity I may experience including my belongings.

I confirm that by attending any of Dhamma's Nest service(s), I am fully responsible for any loss and/or damages to my and others' personal or impersonal belongings.

I confirm that I take full responsibility for any damages, adversity, injury and/or death I may experience during or after the service(s) offered by Dhamma's Nest.

I read, understand, and confirm the service(s) provided by Dhamma's Nest are not a medical consultation and do not serve the purpose of replacing a medical examination and/or treatment.

I read, understand and confirm Dhamma's Nest does not have any insurance to provide me or any other client(s) in the event of an adversity, injury, harm, and/or death including but not limited to direct and indirect causes; acts of god, natural disasters, war, personal mistakes, adversities, physical and mental limitations and so forth.

I release and hold harmless Dhamma's Nest, its owner, its employees, and its partners, from any and all liability for any loss, damage, injury, adversity, and/or expense, that I, or my next of kin may suffer as a result of my participation in services offered by Dhamma's Nest, including, but not limited to, accidents, acts of God, war, civil unrest, sickness, transformation, scheduling, government restrictions, or regulations and any and all expenses which I may incur while participating in services offered by Dhamma's Nest. This waiver is effective for the period that I will be participating in the services of Dhamma's Nest. I understand that **RELEASE AND WAIVER OF LIABILITY AGREEMENT** cannot be modified or interpreted except in writing by Dhamma's Nest and that no oral modifications or interpretation shall be valid. This agreement shall be effective and binding upon my heirs, next of kin, executors, administrators and assigns, in the event of death. I have read this document carefully and I acknowledge my responsibilities and the effect of this **RELEASE AND WAIVER OF LIABILITY AGREEMENT**.

I waive all claims against Dhamma's Nest and releases Dhamma's Nest of all liability for any damages. I further release Dhamma's Nest from all liability for accidents caused by non-observance or by false statements. I further release Dhamma's Nest from all liability for any damages including but not limited to my physical, mental, emotional, psychological aspects and for my belongings caused by Dhamma's Nest, its owner, its agents, and its partners and/or by other participants.

I understand the service(s) offered by Dhamma's Nest can be physically, mentally, emotionally, and/or psychologically demanding. I participate in the service(s) at my own risk and declare that I am in a suitable physical and mental condition to participate in services provided by Dhamma's Nest.

I understand Dhamma's Nest, its owner, its employees, and/or its agents do not ask, force, or demand client(s) to imitate or copy any of the practices provided during the service(s) of Dhamma's Nest. I understand and agree that it is my full responsibility for any damage, adversity, injury, and/or loss I may incur including but not limited to; physical, emotional, mental, psychological aspects while, prior, or after attending the service(s) of Dhamma's Nest. I understand and agree it is my responsibility should I wish to copy, imitate, or participate in or to discontinue my participation in the service offered by Dhamma's Nest.

By accessing Dhamma's Nest, I agree to be bound by its RELEASE AND WAIVER OF LIABILITY AGREEMENT, GENERAL TERMS OF USE & CONDITIONS, AND PRIVACY POLICY, all applicable laws and regulations, and agree that you are responsible for compliance with any applicable local and international laws. If you do not agree with any of these terms, you are prohibited from using or accessing Dhamma's Nest site and its services. Nothing in, on, downloaded from or provided by Dhamma's Nest, including but not limited to any service(s), event(s) and/or all of Dhamma's Nest materials, shall be intended to be a substitute for professional advice, diagnosis, medical treatment or therapy. The site and its content are the property of Dhamma's Nest, and are protected by applicable copyright, trademark, and other intellectual property laws.

Assumption of risk: I, the undersigned, am aware that there are significant risks involved in utilizing the services offered by Dhamma's Nest including but not limited to Arts of Reiki, Reiki for Animals, Quantum Hypnosis, Quantum Energy Work, Yoga, Meditation, Breathwork, Coaching, and any other further services. Physical training, including but not limited to, the physical training inherent to all yoga, Breathwork, meditation exercise activities, and that my participation in any such services carries with it the potential for death, injury, adversity and/or property damage. The risks include, but are not limited to, falls which can result in serious injury or death; injury or death due to negligence on the part of myself, my training partner, or other people around me; injury or death due to improper use or failure of equipment; strains and sprains; those risks caused by terrain, facilities, temperature, weather, condition of athletes, equipment, vehicular traffic, actions of other people including, but not limited to, participants, volunteers, spectators, coaches, and trainers and lack of hydration. These risks are not only inherent to physical training and athletics, but are also present for volunteers and spectators. I am aware that any of these above mentioned risks may result in serious injury or death to myself and or my partner(s). I willingly assume full responsibility for the risks that I am exposing myself to and accept full responsibility for any adversity, injury or death that may result from participating, volunteering or watching in any services provide by Dhamma's Nest. I realize that liability may arise from negligence or carelessness by the persons or entities being released, from dangerous or defective equipment or property owned, maintained or controlled by them or because of their possible liability without fault. I acknowledge that I have no physical impairments, injuries, or illnesses that will endanger me or others.

Acknowledgment: I acknowledge that I have been advised by Dhamma's Nest of such risks, dangers and hazards as well as the need to act in a responsible manner at all times. My signature below is given freely on a fully-informed basis in order to indicate my understanding of the acceptance of these realities and in consideration for being permitted to participate in services offered by Dhamma's Nest. I recognize that Dhamma's Nest will not supervise any of the

service(s) during my participation in the service(s) and that I am responsible for all adversity, injury, and/or death that I may experience.

Release Liability Waiver: I release and hold harmless Dhamma's Nest, its owner, its employees, and its partners from any and all liability, whether arising from negligence or otherwise, for any loss, damage, injury or expense that I or my next of kin may suffer as a result of my participation in service(s) provided by Dhamma's Nest, including, but not limited to, accidents, acts of God, war, civil unrest, sickness, transportation, scheduling, government restrictions or regulations, and any and all expenses which I may incur while participating in the service(s).

I acknowledge that I am willingly participating in these service(s) and that I have assumed all risks as described above. In consideration for my being allowed to participate in service(s) offered by Dhamma's Nest, I, the undersigned hereby release Dhamma's Nest, its owner, its employees, and its partners from any and all liability, claims, demands, actions or rights of action, which are related to, arise out of, or are in any way connected with my participation in service(s) provided by Dhamma's Nest, including those allegedly attributed to the negligent acts or omissions of the above mentioned parties. This agreement shall be binding upon me, my successors, representatives, heirs, executors, assigns, or transferees. If any portion of this agreement is held invalid, I agree that the remainder of the agreement shall remain in full legal force and effect.

This waiver is effective for the period of time that I will be participating in the service(s), prior and shortly after the services. I understand that this agreement cannot be modified or interpreted except in writing by Dhamma's Nest and that no oral modifications or interpretation shall be valid. This agreement shall be effective and binding upon my heirs, next of kin, executors, administrators and assign, in the event of death.

I recognize that I must be in adequate physical and mental health to participate in the service(s) of Dhamma's Nest. I understand that the service(s) provided by Dhamma's Nest may require intense physical, mental, emotional, and psychological exertion, and I represent and warrant that I am physically, mentally, emotionally, and psychologically fit enough to participate, and I have no medical condition which would prevent my full participation in the service(s) offered by Dhamma's Nest. I recognize that the service(s) offered by Dhamma's Nest may cause or aggravate a physical injury or medical condition. I understand that it is my responsibility to consult with a physician before my participation in the service(s) offered by Dhamma's Nest. If I have done so, I have taken the physician's advice. I understand that Dhamma's Nest reserves the right to refuse my participation in any service(s) on medical, fitness or any other grounds. I am aware that my participation in the service(s) offered by Dhamma's Nest could result in high blood pressure, fainting, heartbeat disorders, physical injury, heart attack or stroke and may aggravate pre-existing injuries. I understand that I could experience muscle, back, neck and other injuries as a result of my participation in the service(s) offered by Dhamma's Nest. I understand my physical and mental limitations and I am sufficiently self-aware to stop or modify my participation in any services offered by Dhamma's Nest before I become injured or aggravate a pre-existing injury and/or adversity.

In consideration of being permitted to participate in service(s) offered by Dhamma's Nest, I agree to assume full responsibility for any risks, injuries or damages, known or unknown, which I might incur as a result of participating in the service(s) provided by Dhamma's Nest, including those which may result from the negligence of Dhamma's Nest.

In further consideration of being permitted to participate in service(s) offered by Dhamma's Nest, I knowingly, voluntarily and expressly waive any claim(s). I may have against Dhamma's Nest, its owner, its employees, and/or its partners (each, a "Released Party") that I may sustain as a result of participating in services offered by Dhamma's Nest even if the claim(s) arises from the negligence of any Released Party, Dhamma's Nest, and anyone else.

I agree to indemnify and hold harmless each Released Party of Dhamma's Nest, Dhamma's Nest, and anyone else from any loss, cost, or liability incurred in defending any claim(s) made by me or anyone making a claim(s) on my behalf, even if the claim(s) is alleged to or did result from the negligence of any Released Party, Dhamma's Nest, and anyone else.

I HAVE READ AND UNDERSTOOD THIS DOCUMENT CAREFULLY, HAVE HAD THE OPPORTUNITY TO BE FULLY INFORMED IN ALL RESPECTS AND I ACKNOWLEDGE MY RESPONSIBILITIES AND THE EFFECT OF THIS LIABILITY WAIVER.

YES, I ACCEPT ALL THE RELEASE AND WAIVER OF LIABILITY AGREEMENT AS WELL AS ANY OTHER TERMS, CONDITIONS, AND POLICIES ON THE WEBSITE OF DHAMMA'S NEST.

I HAVE READ AND UNDERSTOOD THE FOREGOING ASSUMPTION OF RISKS AND BY SIGNING IT I AM OBLIGATED TO RELEASE DHAMMA'S NEST, ITS OWNER, ITS EMPLOYEES, AND ITS PARTNERS OF LIABILITY FOR ADVERSITY, INJURY, DAMAGE, AND/OR DEATH OF ANY PERSON AND ANY BELONGING CAUSED BY THE NEGLIGENCE, INTENTIONAL ACT, AND/OR OMISSION.

I UNDERSTAND THAT BY SIGNING THIS FORM I AM WAIVING ALL LEGAL RIGHTS.

Signature of participant: _____ Date: _____