

Release and Waiver for Services (including COVID-19)

Your safety and comfort are of the utmost importance to us. We request that you participate in only those activities that you are physically, mentally, emotionally, and spiritually able to do, and that you notify us of any restrictions you may have regarding any of the Services, and we will do our best to accommodate them. Please read the following information carefully and let us know if you have any questions before signing and returning it to us.

Release and Waiver

I voluntarily desire to participate in the service(s) provided by Bernard and/or Susana Rosen (the "Service Provider"). In exchange for receiving the Services and/or use of the property, facilities, and Services, I agree to the following:

1. **Voluntary Participation.** I acknowledge that I am choosing to participate voluntarily in the Services, and I recognize that these Services while planned or delivered with care may contain certain inherent risks. I agree that I expressly assume all of the risks, known and unknown, of the Services in which I participate. I am also aware that if there is any Service, or part of any Service, that I am not comfortable receiving, that I may voluntarily decline to participate at any time. I understand that I will not receive a refund for any part of the Service which I decline to receive, but it is my right to not participate and/or inform the Service Provider that I wish to stop receiving all or part of the Service at any time.
2. **Assumption of Risk of Exposure to COVID-19.** By engaging in these Services, I am aware that I agree to fully accept all known and unknown risks, including the potential risk of exposure to respiratory illnesses or other illnesses, diseases, or conditions, including but not limited to the coronavirus known as COVID-19. The coronavirus COVID-19 is primarily transmitted via exhaled respiratory droplets, most often through coughing, sneezing, and breathing in close proximity to another person. These droplets can travel up to six feet and are more commonly transmitted between persons rather than from equipment to persons. Although the Service Provider is complying with state laws, executive orders by the governor, federal laws, local laws, and CDC guidelines regarding cleaning, disinfecting and practices which reduce the potential for exposure to COVID-19, I understand that I may be exposed to COVID-19 or its symptoms through no fault of the Service Provider's. Known coronavirus symptoms include fever, coughing, shortness of breath pneumonia, kidney failure, and may include additional or other symptoms, stroke or even death (collectively

referred to as “Symptoms”). I understand and agree to hold the Service Provider harmless and not liable for any real or perceived Symptoms of COVID-19 or any other disease, illness, or condition, nor for exacerbating any existing Symptoms of any illness, disease or condition, and I fully agree to accept these and all other known and unknown risks of receiving Services from the Service Provider.

3. **Rules and Warnings.** I agree to observe and obey all posted and announced rules and warning, and further agree to follow any instructions or directions given by the Service Provider, or his/her employees and agents.
4. **Not a Substitute for Medical Advice.** I understand that the information provided at or in conjunction with the Services is not intended to be a substitute for professional medical advice, diagnosis or treatment that can be provided by my own physician, therapist, licensed dietitian or nutritionist, or any other licensed or registered mental or physical health care professional. I understand that the Service Provider and his/her employees, representatives and agents are not acting in any capacity as a medial or mental health care provider and they are not giving medical or psychological advice. I understand that they are not providing health care, medical or nutrition therapy services or attempting to diagnose, treat or cure in any manner whatsoever any disease, condition or other physical or mental ailment of the human body during the course of the Services.
5. **Disclosure of Allergies and Sensitivities.** I agree to disclose to the Service Provider in advance of receipt of the Services any known or suspected food sensitivities or other allergies. I agree to disclose any physical limitations that may impact my breathing or movement or any other health or mental condition that may be affected during the Services. If I suspect that I have a medical or mental health emergency, issue or concern, I agree to inform the Service Provider and his/her agents immediately.
6. **Seek Medical Advice.** I agree to seek the advice of my physician regarding any questions or concerns I have about my specific health situation, including but not limited to possible or actual pregnancy, known or suspected food sensitivities or allergies, dietary restrictions, or any medications I am currently taking. I understand that I am advised to speak with my own physician or mental health provider before receiving the Services to determine whether I am in the proper health to receive them. I agree to not disregard or delay seeking professional medical advice or stop taking any medications without speaking to my own physician or mental health care provider.
7. **Imminent Harm.** At any time before or during the Services, should I know or fear that I ay cause imminent harm to myself, other participants, the Service Provider, or any other person, I understand and agree that I am immediately obligated to let the Service Provider know, and to remove myself from the situation in a peaceful and cooperative manner, otherwise, I consent now that I may be asked to stop receiving the Services (even partway through the provision of the Service) and/or have immediate physical or mental health care administered to avoid causing mental or physical harm to myself or others.
8. **Consent to First-Aid or Emergency Treatment.** I consent to the application of first-aid or other medical or mental health services to be applied if needed in connection with an

emergency health problem or potentially harmful situation during the Services, and I agree to hold the Service Provider harmless as a result of any such injury or damage I may suffer due to the application of medical or mental health services or treatment. I also agree and consent that the Service Provider may contact my Emergency Contact as shown on my Intake Form and share detailed information about the emergency without violating my privacy rights.

9. **Intellectual Property Rights.** I understand that the Service Provider retains all ownership and intellectual property rights to the content and materials provided to me at or through the Services, including all copyrights and any trademarks belonging to the Service Provider. I understand and agree that the Services, content and materials are being provided to me for my individual use only and with a single-user license which means that I not allowed or authorized to share, copy, sell, post, distribute, reproduce, duplicate, trade, resell, exploit, or otherwise disseminate any portion of the Service, content or materials, electronically or otherwise, for business or commercial use, or in any other way that earns me money, without the prior written permission of the Service Provider.
10. **Limitation of Liability.** I waive and release the Service Provider from any and all liability, damages, causes of action, allegations, suits, sums of money, claims and demands whatsoever, in law or equity, which I have ever had, now have or may have in the future against the Service Provider, arising from my past, present or future participation in, or otherwise with respect to, anything related to and including the Services, including any transportation to, from and during the Services, unless arising from the gross negligence of the Service Provider.
11. **Release of Claims.** In no event will the Service Provider be liable to me or to any person for any direct, indirect, special, incidental or consequential damages for any use of, non-use, or reliance on these Services or related content or materials, including, without limitation, any personal injuries, accidents, misapplication of information, or any other loss, malady, disease, difficulty, injury, or otherwise, even if I am advised of the possibility of such damages, difficulties, or injuries, whether caused by the fault of myself, the Service Provider, other attendees or other third parties. I agree to pay for all damages caused to the Service Provider, facilities, or any other person resulting from any negligent, reckless, or willful action that I may take.

I have carefully read this document and by signing below I consent to all parts of it. I understand that by signing this Release and Waiver, I voluntarily surrender certain legal rights.

Signature: _____
Name: _____
Address: _____
City: _____ State: _____ Zip: _____
Date: _____