

Event Disclaimer

In consideration of performing or participating in the activities listed below, the party agrees to give up the following rights and agree to the following limits on liabilities.

By participating in any events planned and controlled by [DHARMA HEALING & WELLNESS, LLC AND ANY DOING BUSINESS AS ENTITIES SUCH AS LITTLE GIRL GROWN WOMAN ISSUES OR UP WITH THE BEST OF THEM], you agree to the following:

1. [DHARMA HEALING & WELLNESS, LLC] events are provided with no special warranty either express or implied.
The Organizers, including but not limited to the Committee Members, Advisory and Sponsors, of [DHARMA HEALING & WELLNESS, LLC] events assume no liability for any loss, theft, damage, or injury to property or persons, including death, whether arising in contract, negligence, equity, or otherwise.
2. You assume all risks when participating in [DHARMA HEALING & WELLNESS, LLC] events. All participants must use care and good judgment and must obey all rules and regulations [DHARMA HEALING & WELLNESS, LLC]. You will comply with all requests made by employees of [DHARMA HEALING & WELLNESS, LLC]. You must obey all laws of the State of [OHIO]. [DHARMA HEALING & WELLNESS, LLC] reserves the right to eject any participant who does not comply with the terms of this section. Ejected participants will not be entitled to a refund or any further recourse.
3. You will defend, indemnify and hold harmless [DHARMA HEALING & WELLNESS, LLC] and its organizers, directors, employees, consultants, agents, affiliates for any and all legal actions arising out of participation in [DHARMA HEALING & WELLNESS, LLC] event. You further agree to pay all legal fees incurred by [DHARMA HEALING & WELLNESS, LLC] that arise due to this agreement.
4. You give [DHARMA HEALING & WELLNESS, LLC] authorization to use and post any photographs, videotapes, recordings or any other record of our events, including full names of any participants, before during or after the event for promotional use, reporting to the media and to publish on our website or blog. You will not be entitled to any compensation for [DHARMA HEALING & WELLNESS, LLC]'s use of your name or image.

5. Refunds for any reason will be at the discretion of [DHARMA HEALING & WELLNESS, LLC].
6. [DHARMA HEALING & WELLNESS, LLC] reserves the right to exclude anyone from becoming an [DHARMA HEALING & WELLNESS, LLC] participant should they choose not to accept this Agreement.

7. MISCELLANEOUS PROVISIONS

a. **Governing Law.** This Agreement has been entered into and delivered in the State of [OHIO] and the validity, interpretation and legal effect of this Agreement shall be governed by and construed in accordance with the internal laws of the State of [OHIO] applicable to contracts entered into and performed entirely within the State of [OHIO]. Only the [OHIO] courts (state and federal) will have jurisdiction over any controversies regarding this Agreement, and the transactions contemplated by this Agreement; any action or other proceeding that involves such a controversy will be brought in those courts, in [CUYAHOGA COUNTY], and not elsewhere. The parties hereto hereby irrevocably submit to the jurisdiction of the [OHIO] courts (state and federal) in any such action or proceeding and irrevocably waive any right to contest the jurisdiction or power or decision of that court within or without the United States other than appropriate appellate courts having jurisdiction over appeals from such court(s). The parties hereto also irrevocably waive any defense of inconvenient forum to the maintenance of any such action or proceeding.

b. **Entire Agreement.** This contract contains the entire understanding between parties, and all of its terms, conditions, and covenants shall be binding upon and shall inure to the benefit of the respective parties and their heirs, successors, and assigns. No modification or waiver hereunder shall be valid unless the same is in writing and is signed by the party sought to be bound.

c. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

d. **Severability.** Any provision of this Agreement held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof or thereof; and the invalidity of a

particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction.

e. Amendments. This Agreement may be amended, superseded, canceled, renewed or extended only by a written instrument signed by each of the parties hereto.

f. Interpretation. No provision of this Agreement will be interpreted in favor of, or against, any of the parties hereto by reason of the extent to which any such party or its counsel participated in the drafting thereof or by reason of the extent to which any such provision is inconsistent with any prior draft hereof or thereof.

Printed name of participant _____ Date: _____

Signature of participant _____ Date: _____

