

Release of Liability, Risk Assumption and Terms of Participation in Activity Agreement

In consideration for permitting Participant to participate in [Dharma Healing & Wellness, LLC] (hereinafter called "The Activity") as directed by the relevant staff, the undersigned, for themselves, and for their respective heirs, personal representatives and assigns, agree as follows:

1. Assumption of Risk: The undersigned hereby acknowledge and agree that they understand the nature of The Activity; that Participant is qualified, in good health, and in appropriate physical condition to participate; that there are certain inherent dangers and risks associated with the The Activity; and that, except as expressly set forth herein, they, knowingly and voluntarily, accept, and assume responsibility for, each of these risks and dangers, and all other risks and dangers that could arise out of, or occur during, Participant' s participation in the The Activity.

2. Release and Waiver: The undersigned hereby RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE the [Dharma Healing & Wellness, LLC] and its member institutions, or any subdivision thereof, and each of them, their officers and employees, (collectively, the " Releasees"), from and for any liability resulting from any personal injury, accident or illness (including death), and/or property loss, however caused, arising from, or in any way related to, Participant' s participation in the The Activity, except for those caused by the willful misconduct, or negligence of the above parties, as applicable.

3. Covenant not to sue: I, for myself and my heirs, personal representatives or assigns, agree not to sue, pursue any claim, initiate any legal proceeding or authorize the commencement of any legal proceeding on my behalf against the Released Parties as a result or in any way related to my participation in The Activity.

4. Indemnification and Hold Harmless: The undersigned also hereby agree to INDEMNIFY, DEFEND AND HOLD the Releasees HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities including, but not limited to, attorney' s fees, arising from, or in any way related to, Participant'

s participation in the The Activity, except for those arising out of the willful misconduct, negligence or intentional torts of the above parties, as applicable.

5. Permission to Use Likeness/Name and Media Coverage: You give [Dharma Healing & Wellness, LLC] authorization to use and post any photographs, videotapes, recordings or any other record of The Activity, 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.

6. Severability: The undersigned expressly agree that the foregoing assumption of risk, release and waiver of liability and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the State of [Ohio] and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

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 proceeding that involves such a controversy will be brought in those courts, in [Cuyahoga], and not elsewhere.
- 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 all parties to this agreement.
- 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. **Amendments.** This Agreement may only be amended, superseded, canceled, renewed or extended by a written instrument signed by each of the parties hereto.

- e. **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.

Acknowledgment of Understanding: The undersigned have read this Release of Liability, Risk Assumption and Terms of Participation in Activity Agreement, and have had the opportunity to ask questions about the same. And that the undersigned are giving up substantial rights in connection with, and that its terms are contractual. The undersigned acknowledge that they are signing this agreement freely and voluntarily.

Printed Name _____ Age _____

Full
Address _____

Signature _____ Date _____

Signature of Parent/Guardian of
Minor _____

(If Participant is under the age of 18)