



## Release of Liability, Waiver and Assumption of Risk Agreement

In consideration of being a participant in Breathwork at MONICA COSTA, MONCA COSTA COACHING, the undersigned, hereby acknowledge, understand, and expressly agree as 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.
- 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 Breathwork 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 the Breathwork class facilitator. This work is deeply experiential. It may involve intense and energetic emotional release.

(2) 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** MONICA COSTA, MONCA COSTA COACHING and its employees, agents, representatives, team members, as well as its owners, principals, employees, agents and representatives (hereinafter collectively "MONICA COSTA, MONCA COSTA COACHING RELEASEES"), **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, to the fullest extent permitted by law.

(3) To the fullest extent allowed by law, I agree to defend, indemnify, and hold harmless MONICA COSTA, MONCA COSTA COACHING RELEASEES for all costs and expenses, including but not limited to all legal fees incurred by MONICA COSTA, MONCA COSTA COACHING RELEASEES in defending any claim brought against any or all of MONICA COSTA, MONCA COSTA COACHING RELEASEES by any of the RELEASING PARTIES.

(4) I understand that there exists a risk of physical, mental, psychological, or emotional injury or death from the Activities, and although personal discipline or compliance with the guidance of MONICA COSTA, MONCA COSTA COACHING RELEASEES may reduce this risk, the risk of such injury nevertheless does exist. 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, both known and unknown, and assume full responsibility for my participation.

(5) MONICA COSTA, MONCA COSTA COACHING RELEASEES takes the Coronavirus (COVID-19) very seriously and has put in place preventative measures to reduce the spread of COVID-19; however, MONICA COSTA, MONCA COSTA COACHING RELEASEES cannot guarantee that you will not become infected with COVID-19. Furthermore, attending classes, programs or trainings with MONICA COSTA, MONCA COSTA COACHING RELEASEES could increase your risk, your family members, and/or your guests of contracting COVID-19.

(6) I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk I may be exposed to or infected by COVID-19 by attending class, program or training with MONICA COSTA, MONCA COSTA COACHING RELEASEES, and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 while attending classes, trainings, or programs with MONICA COSTA, MONCA COSTA COACHING RELEASEES may result from the actions, omissions, or negligence of myself and others, including, but not limited to, MONICA COSTA, MONCA COSTA COACHING RELEASEES employees, volunteers, and program participants and their families and whether a COVID-19 infection occurs before, during, or after participation in any Breathwork class, training or program.

(7) By signing this document and/or checking the box below, enrolling online, and/or attending in person classes, events, activities, trainings and other programs with MONICA COSTA, MONCA COSTA COACHING RELEASEES, to the extent allowed by applicable law, you voluntarily agree, on behalf of yourself, your heirs, personal



representatives and/or assigns, and any minor child you may enroll: (a) to assume all of the foregoing risks related to COVID-19 and accept sole responsibility for any COVID-19 related injury, illness, damage, loss, claim, liability, or expense of any kind (including, but not limited to, personal injury, disability, and/or death) that may occur to you or your family members in connection with MONICA COSTA, MONCA COSTA COACHING RELEASEES or as a result of participation with MONICA COSTA, MONCA COSTA COACHING RELEASEES services and (b) covenant not to sue MONICA COSTA, MONCA COSTA COACHING RELEASEES for the classes, programs, trainings or services, including all liabilities, claims, actions, damages, costs, or expenses of any kind arising out of or relating thereto based on the actions, omissions, or negligence of MONICA COSTA, MONCA COSTA COACHING RELEASEES, whether a COVID-19 infection occurs before, during, or after participating in any with MONICA COSTA, MONCA COSTA COACHING RELEASEES classes, programs, trainings or services.

(8) 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 to the attention of the nearest official forthwith.

(9) I know, understand, and acknowledge that MONICA COSTA, MONCA COSTA COACHING RELEASEES are NOT physicians, psychologists, therapists, or healthcare professionals, 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.

(10) I represent 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 MONICA COSTA, MONCA COSTA COACHING RELEASEES are relying in permitting me to partake in the Activities.

(11) 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 the RELEASED PARTIES responsible for any injuries to my pregnancy caused in part or in whole by my failure to follow my doctor's recommendation.

(12) To the fullest extent allowed by law and in the absence of negligence, 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 MONICA COSTA, MONCA COSTA COACHING RELEASEES 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 known 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 or statute to the contrary.

(13) 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.

(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 MONICA COSTA, MONCA COSTA COACHING RELEASEES, 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 MONICA COSTA, MONCA COSTA COACHING RELEASEES are not responsible for property that is lost, stolen, or damaged while in, on, or about the premises.

(16) I consent to the collection, use and disclosure, without further notice, permission or compensation to him or to her of his or her name, address (city, province), voice, statements and any photograph, film rendering or tape recording of him or her, by or on behalf of MONICA COSTA, MONCA COSTA COACHING RELEASEES and connection with MONICA COSTA, MONCA COSTA COACHING RELEASEES in any form of publication or display



including, without limitation, media, newspapers and other publications, radio and television broadcasts, film releases and interactive media worldwide.

(17) I acknowledge that my image or likenesses might be captured on film or in some digital or electronic format by persons other than MONICA COSTA, MONCA COSTA COACHING RELEASES and fully understand that the Releases have no control over such persons who capture their image or likenesses and use or display their image or likenesses for private or public purposes and that such issues or displays of their image and likenesses are beyond knowledge and/or control of MONICA COSTA, MONCA COSTA COACHING RELEASES and that MONICA COSTA, MONCA COSTA COACHING RELEASES shall have no liability for such activities.

(18) 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.

(19) 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.

(20) 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 one of MONICA COSTA, MONCA COSTA COACHING RELEASEES.

(21) 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.

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

**BY SIGNING BELOW, YOU ARE INDICATING THAT YOU UNDERSTAND THE INFORMATION CONTAINED ABOVE AND AGREE WITH IT.**

**Name** (please print): \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_