



## LIVING VIBRANTLY BY DESIGN ASSUMPTION OF RISK, WAIVER AND INDEMNITY AGREEMENT

In consideration of participating in any way in intuitive healing sessions (the “Activity”), I represent, covenant and agree, on behalf of myself and my heirs, personal representatives, assigns, and any other persons claiming by, under or through me, as follows:

1. **Assumption of Risk.** I acknowledge that participating in the Activity involves certain risks (some of which I may not fully appreciate) and that injuries, death, property damage or other harm could occur to me or others. I accept and voluntarily incur all risks of any injuries, damages or harm which arise during or result from my participation in the Activity, regardless of whether or not caused in whole or in part by the negligence or other fault of Living Vibrantly by Design, the owners and lessors of the premises in which the Activity takes place, and/or their respective shareholders, members, directors, managers, officers, employees, volunteers, agents, other participants, promoters, sponsors or insurers (“Released Parties”). I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.

2. **Waiver.** I waive all claims against any of the Released Parties for any injuries, damages, losses or claims, whether known or unknown, which arise during or result from my participation in the Activity, regardless of whether or not caused in whole or in part by the negligence or other fault of any of the Released Parties, including without limitation negligent rescue operations. I release, discharge and covenant not to sue the Released Parties for all such claims.

3. **Indemnity.** I agree to indemnify and hold harmless the Released Parties from all losses, liabilities, damages, costs or expenses (including, without limitation, attorneys’ fees and other litigation costs and expenses) incurred by any of the Released Parties as a result of any claims or suits that I (or anyone claiming by, under or through me) may bring against any of the Released Parties to recover any losses, liabilities, damages, costs or expenses which arise during or result from my participation in the Activity, regardless of whether or not caused in whole or in part by the negligence or other fault of any of the Released Parties, including without limitation negligent rescue operations.

4. **Severability.** I further agree that this Assumption of Risk, Waiver and Indemnity Agreement is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion hereof is held invalid, the balance hereof shall continue in full force and effect.

5. **Physical Condition.** I represent and warrant that I am qualified, in good health, and in proper physical condition to participate in the Activity, and that I have accurately provided my health information below:

List of any chronic or previous injuries or conditions:

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I have checked any of the following conditions that apply to me:

- Glaucoma or other eye pressure or retinal conditions       Osteoporosis  
 Traumatic head injury       Neck/Spinal injuries       Epilepsy  
 Heart disease or heart condition of any kind       Arthritis       Diabetes Type I or II (circle)  
 High or low blood pressure (with or without medications)       Migraines       Vertigo  
 Pregnancy (if current or within one year, please list date \_\_\_\_\_)  
 Psychological conditions (diagnosed)

6. **Acknowledgement of Understanding.** I have carefully read this Assumption of Risk, Waiver and Indemnity Agreement. I fully understand its terms and that I am giving up substantial rights. I acknowledge that I am executing it freely and voluntarily.

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

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Participant’s Signature

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Participant’s Printed Name