

Medicinal Mindfulness Events LLC
Community Breathwork™ Agreement 2017 v1

Participant Information

Name: _____ Phone: _____

Email: _____ Date: _____

Date of Birth: _____

Emergency Contact Person & Phone Number: _____

Please read the following information. If you have any questions, please check with one of the facilitators. Community Breathwork is intended as a personal growth experience and should not be looked upon as a substitute for psychotherapy. Community Breathwork can involve dramatic experiences accompanied by strong emotional and physical release. **This practice is not appropriate for pregnant women, or for persons with cardiovascular problems including heart attacks, severe hypertension, severe mental illness, recent surgery or fractures, glaucoma, retinal detachment, osteoporosis, acute infectious illness, or epilepsy. If you have asthma, please bring your inhaler to the event.**

PLEASE READ AND INITIAL THE FOLLOWING STATEMENTS

I certify that I do not have any of the above medical or mental health contraindications and can safely participate in a Community Breathwork event.

_____ **Initials**

I understand that Community Breathwork practice is intended as a personal growth experience and should not be used as a substitute for psychotherapy or medical treatment.

_____ **Initials**

I understand that Community Breathwork could involve dramatic experiences accompanied by strong emotional and physical release.

_____ **Initials**

Community Breathwork Participant Contract Release, Waiver, and Indemnity of Liability Agreement

This form must be completed by Breathwork Participant at first Community Breathwork event (“Program”) and then once every calendar year thereafter. After initial agreement, Participant signs in at each event attended.

This agreement (“Agreement”) is entered into by Breathwork Participant and Medicinal Mindfulness Events LLC, its officers, agents, principals, employees, and volunteers (hereinafter collectively referred to as “MM Events”).

In consideration of being admitted to the Program and permitted to participate in the activities and Community Breathwork I hereby agree as follows:

1. This Agreement is made and entered into under the laws of the State of Colorado and the United States and shall be interpreted, governed and enforced under and pursuant to these laws.
 2. Participant agrees that should an action be brought against MM Events **for any reason** whether to enforce the terms of this agreement or on some other basis, that all disputes between Participant and MM Events will be litigated in Boulder County, Colorado and Participant waives any rights he/she may have in litigating in any other jurisdiction.
 3. Participant has reviewed the medical contraindications outlined above and certifies that he/she does not have any medical or physical conditions which would impair or affect his/her ability to engage in any activities or which would cause any risk of harm to Participant, other participants and/or MM Events or otherwise endanger Participant's health while attending a Community Breathwork Program. Participant further agrees that it is Participant's responsibility to maintain the accuracy and contemporaneousness of all relevant medical information. MM Events will assume that Participant's medical statement is correct until Participant files an updated or has corrected the information. The medical information is fully incorporated by reference within this agreement.
 4. Participant is aware that certain activities he/she may engage in during the Program are physically, emotionally and mentally stressful. Participant agrees to assume full responsibility for his/her own physical, emotional and mental health and hold harmless MM Events from any physical, emotional and/or mental damage that may be attributed to Community Breathwork. Participant further holds harmless MM Events from any and all loss, liability, injury, damage or cost which may arise out of or in connection with participation in the Program.
 5. Participant understands and agrees that he/she is attending the Program at the discretion of MM Events and can be dismissed from the Program at any time without being informed of the reason for dismissal.
 6. Participant waives, releases and discharges any and all claims, rights and/or causes of action which he/she now have or which may arise out of or in connection with participation in the Program as well as which may arise out of or in connection with Participant's attendance and/or participation in the activities associated with the Program. Therefore, under no circumstance will Participant prosecute or present any claim for personal injury, property damage or any other cause of action against MM Events.
 7. This agreement is binding on Participant's heirs, assignees, dependents, personal representatives and estate.
 8. No oral representations, statements or inducements have been made to Participant to cause them to enter into this agreement.
 9. At the choosing of MM Events any claim or controversy that arises out of or relates to this agreement, or the breach of it, may be settled by arbitration in accordance with the rules of the American Arbitration Association. Such arbitration shall be binding upon the parties and Judgment upon the award rendered may be entered in any court with jurisdiction.
 10. Should MM Events be successful in bringing an action to enforce the terms hereof or successful in defending itself from a suit brought by Participant, MM Events shall recover all costs and expenses incurred in such action, inc. reasonable attorneys' fees.
 11. Should any provision of this Agreement be held invalid or illegal, such illegality shall not invalidate the remainder of this Agreement. In that event, this Agreement shall be construed as if it did not contain the invalid or illegal part, and the rights and obligations of the parties shall be construed and enforced accordingly.
- I have read this agreement and understand it contains *release of all claims language for injuries and damages*. I voluntarily sign my name evidencing acceptance of the provisions of this agreement. If English is not my native language I have either studied enough English to be able to read and understand this agreement, or I have had this agreement explained to me in my native language.**

Breathwork Participant

Date: _____

Signature: _____

Name (Printed): _____