

WAIVER, RELEASE, INDEMNITY AND ASSUMPTION OF THE RISK AGREEMENT

PLEASE NOTE: This Agreement significantly alters the legal rights and duties of the parties hereto. Read this Agreement carefully before signing. If you do not understand the legal consequences of this Agreement, you are advised to seek independent legal counsel before signing.

1. WAIVER AND RELEASE:

For and in consideration of permitting _____ (“Participant”)

PARTICIPANT NAME HERE

to enroll and participate in the We Are Nature Therapy (“Program”), operating as a branch of SLO Psychotherapy, offered by Melinda MarcellusKincaid, the Participant hereby voluntarily and knowingly releases, discharges, waives and relinquishes any and all actions or causes of action for personal injury, property damage or wrongful death occurring to him/herself arising as a result of participating in the Program or any activities incidental thereto. The Participant does for him/herself, and his/her heirs, executors, administrators, and assigns hereby release, waive, discharge and relinquish any action or causes of action which may hereafter arise for him/herself and his/her estate, and further agrees that under no circumstances will he/she or his/her heirs, executors, administrators, and assigns, prosecute or present any claim for personal injury, property damage or wrongful death against Melinda MarcellusKincaid, or their agents, for any of such causes of action, whether the same shall arise by the negligence of any such persons, or otherwise.

2. INDEMNITY:

The Participant, for him/herself, his/her heirs, executors, administrators or assigns, agrees that in the event any claim arising out of Participant’s participation in the Program for personal injury, property damage or wrongful death shall be prosecuted against Melinda MarcellusKincaid, or their agents, he/she shall indemnify and hold harmless Melinda MarcellusKincaid, and their agents, from any and all such claims or causes of action by whomever or wherever made or presented.

3. ASSUMPTION OF THE RISK:

The Participant is fully aware of the risks and hazards inherent in participating in the Program and any activities incidental thereto, and voluntarily assumes all risk of loss, damage or injury that may be sustained by him/her while engaging in the Program, whether such risks are known or unknown to him/her. These risks include, but are not limited to, possible injury to person or property while hiking along trails and unimproved roadways and crossing streams, participating in yoga classes and breathing exercises, dancing, and engaging in somatic and process therapies.

ACKNOWLEDGEMENT

The Participant acknowledges that he/she has read the above and understands the legal consequences of signing this Agreement.

Date: _____

PARTICIPANT SIGNATURE