

HOLOTROPIC BREATHWORK LA, LLC

PARTICIPANT CONTRACT RELEASE, WAIVER, INDEMNITY OF LIABILITY AGREEMENT AND TERMS OF SERVICE

This Participant Contract and Release, Waiver and Indemnity of Liability Agreement (hereinafter "Agreement") is entered into by me ("Participant") and Holotropic Breathwork LA LLC ("Organizer"). In consideration of being permitted to participate in the activities involving both in-person and online Neurodynamic Breathwork ("NDB"). The Parties hereby agree as follows:

1. This Agreement is made and entered into under the laws of the State of California and the United States and shall be interpreted, governed and enforced under and pursuant to these laws. The term of this Agreement is for periodic sessions over the next twenty four (24) months..

2.. Terms of Service – Monthly Subscription Plans (please read carefully): This paragraph represents Participant's Terms of Service If he/she signs up for one of Organizer's monthly subscription plans, By signing up for a subscription, Participant authorizes Organizer to charge the credit card that Participant submits when he/she signs up for the subscription plan at the end of Participant's trial period (if any) and every month thereafter until and unless subscription is canceled per the following terms: If either at the end of the trial period or after any period thereafter, Participant wishes to cancel his/her subscription, he/she may do so, at least 1 day prior to the next billing date, in the "my subscription" section of his/her account. All subscriptions renew automatically until canceled in participant's account. Once a payment is made on a subscription plan, there are no refunds or partial refunds under any circumstances. Participant understands that participant's credit card information will be saved to file for future billing transactions to Participant's account. Participant understands that his/her subscription give him/her the right to make use of Organizer's services but not the obligation to do so and that payment is due irrespective of whether or not Participant makes use of Organizer's services during the time period in question. Participant certifies that he/she is an authorized user of any credit card that he/she submits when signing up for a subscription plan and that he/she will not dispute the payment with his/her credit card company as long as the Organizer continues to provide access to Participant to its subscription services and the transaction corresponds with the terms and conditions of this paragraph and Organizer's cancellation/refund policy that is delineated on the breathworkonline.com webpage. The cost of the monthly subscription can be changed at any time by Organizer with 30 days prior notice to Participant.

3. Terms of Service – Facilitator Training Program – Organizer offers a Facilitator Training Program (FTP). By signing up for the FTP, Participant agrees to be bound by the cancelation/refund policy that is delineated on the breathworkonline.com webpage at <https://breathworkonline.com/training-refund-policy/> and also by the Neurodynamic Breathwork (NDB) Facilitator Training Program Completion Requirements and the Neurodynamic Breathwork (NDB) Facilitator Training Program Core Values and Agreements.

4. Participant agrees that should an action be brought against Organizer and/or any Holotropic Breathwork Facilitator or Apprentice and/or any Neurodynamic Breathwork Facilitator and/or Apprentice (collectively "Breathwork Facilitators and/or Apprentices") working at the Program for any reason whether to enforce the terms of this agreement or on some other basis, that all disputes between Participant and Organizer will be litigated in Los Angeles County, California and Participant waives any rights he/she may have in litigating in any other jurisdiction.

5. Participant certifies that he/she is not pregnant and does not have epilepsy; a detached retina; glaucoma; uncontrolled high blood pressure; cardiovascular disease and/or irregularities including but not limited to prior heart attack or heart arrhythmia; prior diagnosis by a Medical Professional of bipolar disorder or schizophrenia; strokes, TIAs, seizures or other brain/neurological condition or disease; family history of aneurysms; use of prescription blood thinners such as Coumadin; hospitalization for any psychiatric condition or emotional crisis within the last ten years; osteoporosis that is serious enough whereby intense movement could cause physical injury; recent physical injuries that are not fully healed and could be re-injured through intense movement; or any other medical or physical conditions which would impair or affect his/her ability to engage in any activities that involve physical and/or emotional release or which would cause any risk of harm to Participant, other participants and/or any participating Breathwork Facilitators and/or Apprentices or otherwise endanger Participant's health while participating in a Neurodynamic Breathwork session organized by Holotropic Breathwork LA LLC. If you have been diagnosed with PTSD and are currently in therapy, it is required that you get the approval of your therapist before participating. Also, if you have asthma, please make sure to have your inhaler next to you when you breathe in case you need it. If you have any doubt about whether you should participate, consult your physician or therapist as well as a Facilitator before attending. Participant also certifies that if he/she has asthma that he/she has brought and will have access to his/her inhaler during the NDB session.

6. Participant is aware that certain activities he/she may engage in during the Neurodynamic Breathwork Workshops (the "Program") are physically, emotionally and/or mentally stressful. Among other processes, it will include breathing that is faster and

deeper than normal over a prolonged period which can cause dizziness, palpitations, tingling/numbness of the extremities, carpedal spasms (involuntary contractions of the muscles of the hands and feet), ringing/roaring in the ears, clouded/distorted vision, perceptual distortions, and feelings of lightness, astonishment and/or euphoria. Physical Activities can include violent twisting and turning while prostrate or sitting and other exertions not normally engaged in by Participant. Loud music is also used with the described activities.

7. Participant certifies that he/she is at least 18 years of age.

8. Participant understands that a Neurodynamic Breathwork Workshop is intended as a personal growth experience and should not be used as a substitute for psychotherapy.

9. Participant agrees to comply with the stated and customary guidance and norms of participation in NDB. If, however, Participant observes any unusual hazard during his/her participation including but not limited to any physical symptoms that Participant feels could be a danger to his/her physical well-being, participant will immediately remove himself/herself from participation in NDB and bring such to the attention of the Organizer or a Facilitator forthwith.

10. Participant knows, understands and acknowledges that Organizer and/or Breathwork Facilitators and/or Apprentices are NOT physicians, psychologists, or healthcare professionals, and that NDB is 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.

11. Participant knows, understands and acknowledges that the information available on the Breathworkonline.com website ("The Website") is intended for informational purposes only. It is not intended to diagnose, mitigate, treat or cure any disease or condition. No claims are made by Organizer as to specific health benefits. Individuals should consult a qualified health care provider for medical advice. The user assumes all responsibility and risk for the use of the information on The Website. Organizer disclaims all responsibility and liability for any information, practices, or services obtained based on viewing the content of The Website. The content of The Website should not be relied on as being comprehensive, error-free or suitable for any purpose whatsoever. The content included on The Website has not been evaluated or approved by the FDA.

12. Participant acknowledges, understands, and agrees that this Agreement, and all of the releases, terms and conditions contained herein, shall apply with equal force and govern any future NDB Programs, both in-person and online, in which participant partakes with Organizer thus obviating the need for me to sign this Agreement each and every time I partake in any NDB activities or events. Participant further agrees to bring any changes in their Medical condition to Organizer's attention before participating in any NDB event.

13. Participant understands and agrees that, if this is an in-person NDB Program, Organizer is not responsible for property that is lost, stolen, or damaged while in, on, or about the premises.

14. Participant understands that since his/her experience will be guided by his/her own psyche, despite any representations made by any of Organizer or Organizer's staff, or any marketing materials that Participant may have seen regarding NDB, Organizer cannot guarantee any specific type of experience, result or benefit from participating in the NDB Program.

15. Participant agrees to assume full responsibility for his/her own physical, emotional and mental health and hold harmless Organizer, and/or any Breathwork Facilitators and Apprentices working with organizer at the Program from any physical, emotional and/or mental damage that may be attributed to it. Participant further holds harmless organizer from any and all loss, liability, injury, damage or cost which may arise out of or in connection with participation in the Program.

16. Participant acknowledges that he/she has been advised (a) concerning the types of activities which will be engaged in during the Program, and understands the risks and difficulties that may arise during the Program; and (b) that if Participant feels too uncomfortable to continue at any point during the breathwork, he/she is to stop immediately and check in with Organizer before continuing. Participant understands that he/she may decline to do any of the activities. Participant understands that by executing this release and engaging in the Program, he/she is assuming those risks which are inherent to the activities involved. Participant further understands that these activities are best done in presence of or in conjunction with the Organizer, for best results.

17. Participant understands that contra-indications may exist for the anticipated activities if Participant is or has been suffering medical or psychological / psychiatric conditions requiring professional care; and that the activities described can also trigger suppressed traumas.

18. Participant agrees to keep confidential any comments, shares or experiences by other participants.

19. Participant understands and agrees that he/she is attending and participating in the Program at the discretion of Organizer, which attendance and/or participation can be terminated at any time without being informed of the reason therefor. **Participant agrees not to record – audio or video – any portion of any of these sessions or any persons participating therein.** Still photographs will not be taken of any person except with the advance consent of the person being photographed.

20. 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 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 Organizer and/or any participating Breathwork Facilitators and/or Apprentices.

21. This agreement is binding on Participant's heirs, assignees, dependents, personal representatives and estate.

22. No oral representations, statements or inducements have been made to Participant to cause them to enter into this agreement.

23. At the choosing of Organizer and/or any participating Breathwork Facilitators and/or Apprentices 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.

24. Should Organizer and/or any participating Breathwork Facilitators and/or Apprentices be successful in bringing an action to enforce the terms hereof or successful in defending itself from a suit brought by Participant, Organizer and/or any participating Breathwork Facilitators and/or Apprentices shall recover all costs and expenses incurred in such action, including reasonable attorneys' fees.

25. 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 and I have either consulted an attorney or, at my sole discretion, elected not to do so. 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.