

shall be considered "Activities."

**Ascending Spirit, LLC** 

79050 US Highway 40, Suite 1F Winter Park, Colorado 80482 970.480.8479 info@ascendingspiritwp.com www.ascendingspiritwp.com

, hereby agree to the following:

## **Release & Waiver of Liability**

1. I am participating in yoga classes, health programs, workshops and/or other wellness, body
work, therapy, sound healing, breathwork, exercise and healing arts activities (collectively, the
"Activities") offered by Ascending Spirit, LLC (the "School"). The Activities may be offered in
the physical location of the School, at 3rd party facilities or offered online by videos, television,
podcasts, apps or other digital media platforms. All of such offerings, either physical or online,

- 2. I recognize that I must be in adequate physical and mental health to participate in the Activities. I understand that the Activities may require intense physical exertion, and I represent and warrant that I am physically fit enough to participate, and I have no medical condition which would prevent my full participation in the Activities. I recognize that the Activities may cause or aggravate a physical injury or medical condition. I understand that it is my responsibility to consult with a physician before my participation in the Activities. If I have done so, I have taken the physician's advice. I understand that the School reserves the right to refuse my participation in any Activity on medical, fitness or any other grounds.
- 3. I am aware that my participation in the Activities could result in high blood pressure, fainting, heartbeat disorders, physical injury, heart attack or stroke and may aggravate pre-existing injuries. I understand that I could experience muscle, back, neck and other injuries as a result of my participation in the Activities. I understand my physical limitations and I am sufficiently self-aware to stop or modify my participation in any Activity before I become injured or aggravate a pre-existing injury.
- 4. In consideration of being permitted to participate in the Activities, I agree to assume full responsibility for any risks, injuries or damages, known or unknown, which I might incur as a result of participating in the Activities at the School, including those which may result from the negligence of the School.
- 5. In further consideration of being permitted to participate in the Activities, I knowingly, voluntarily and expressly waive any "Claim" (as defined below) I may have against the School, its owners, managers, teachers, instructors, workshop presenters, employees, independent contractors and staff (each, a "Released Party") that I may sustain as a result of participating in the Activities at the School even if the Claim arises from the negligence of any Released Party or anyone else.



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I agree to indemnify and hold harmless each Released Party from any loss, cost, or liability incurred in defending any Claim made by me or anyone making a Claim on my behalf, even if the Claim is alleged to or did result from the negligence of any Released Party or anyone else.

"Claim" includes but is not limited to any and all liabilities, claims, demands, expenses, fees, legal actions, rights of actions for damages, personal injury, mental suffering and distress, or death that I may suffer, my spouse, children or unborn child may suffer (including any legal fees or expenses) in connection with participation in any Activity.

- 6. I, my heirs or legal representatives forever release, waive, discharge and covenant not to sue any Released Party for any Claim caused by any negligence or other acts of a Released Party.
- 7. I hereby understand that the School from time to time may photograph, video, or otherwise record classes or events occurring at the School and place such photo- graphs and videos on its Website or social media platform. I hereby consent to the use of my image that may appear in any such photograph or video.
- 8. This agreement shall be construed in accordance with, and governed by, the laws of the State of Colorado and that all actions, suits, claims and proceedings relating to this agreement shall be brought in a court of competent jurisdiction located in Grand County, Colorado. In case any provision of this agreement shall be held invalid, illegal or unenforceable, it shall not affect any other provision of this agreement and this agreement shall be construed as if such provision had never been contained herein.
- 9. I understand that nothing communicated verbally or in written form during the Activities should be construed to constitute medical advice, diagnosis, treatment or prescribing, or a substitute for such activity. Allison Jurgens is not a medical doctor or other licensed healthcare practitioner or provider. She does not provide medical advice, diagnosis, treatment or prescribing, or a substitute for such activity. She makes no promise of benefit, claim of cure, legal warranty, or guarantee of results to be achieved.

I will not disregard medical advice or delay in seeking it because of any information provided by or through Ascending Spirit, LLC during Activities in which I participate or otherwise, or because of any information provided through Ayurvedic, Yoga Therapy or Sound Healing services, or available on or through the Ascending Spirit, LLC website or social media platforms. I will consult with a licensed healthcare practitioner before altering or discontinuing any current medications, treatment or care, or starting any diet, exercise or supplementation program, or if I have or suspect I might have a health condition that requires medical attention.



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I acknowledge that I have carefully read this agreement and fully understand its contents. I voluntarily and knowingly agree to the terms and conditions stated herein. I am aware that by signing this agreement, I am giving up substantial rights, including my right to sue and certain legal rights my heirs, next of kin, executors, administrators and assigns may have against any Released Party.

Signature of participant:	
Date:	
Sound Healing I	Intake Form
This form provides the practitioner with key inform is appropriate for your needs.	ation to ensure the sound healing experience
As a general rule, sound healing in a group context played off the body. The one main exception is for very rare), and for people experiencing acute ment	people with sound induced epilepsy (which is
There are a number of other precautions listed below you so the practitioner can advise if the sound hea modified.	
Name:	
Email Address:	
Phone Number:	
Main reasons for attending sound bath:  Precautions: Please check off any of the below that	t apply to you.
Not suitable for on or off the body sound healing	
Mental Health - History of severe depression, psychosis and other serious mental health challenges.	Sound induced epilepsy
Off the body sound healing only; use caution on th	e body with the following:



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Neurological - Shunt, deep brain stimulation or any other implanted electrical device.	Heart conditions - artificial heart valves, or cardiac arrhythmia, pacemaker, stent, carotid atherosclerosis.
Deep vein thrombosis in the leg or known thrombi	Metallic implant
Open wounds	Recent surgery (sutures still present; wound still healing)
Acute inflammation or tumours	Undergoing cancer treatment
No direct placement of instruments on the followi	ng sites / areas:
implants (or near implants until completely healed)	inflammatory skin disorders
screws	sebaceous cysts
artificial joints	weeping eczema
inflamed joints and veins	diseased veins
other inflammatory processes generally associated with fever	on the stomach or back of a pregnant woman
three days after injury, at the earliest, for whiplash	
Pregnancy	
During the first trimester (12 weeks) of pregwith healing sounds OFF THE BODY.	gnancy we also advise caution for working
Are there any other significant health concerns, pr we should be aware of?	re-existing conditions or relevant information
I acknowledge that I have carefully read this Sound contents. I certify that the information contained I health conditions at the time of the Activities, and conditions that might preclude my participation in	herein is accurate and depicts my current I that I have disclosed any concerns and
Signature of participant:	
Date:	