

Waiver for Sound Healing

Sound Healing with Anamaria De La Cruz, MA, in Claremont, CA 91711

LIABILITY WAIVER AND RELEASE

BY SIGNING THIS DOCUMENT, YOU WILL BE WAIVING LEGAL RIGHTS INCLUDING THE RIGHT TO SUE ANAMARIA DE LA CRUZ.

1. Participation. I, the undersigned, wish to participate in Sound Healing classes conducted by Anamaria De La Cruz, MA.
2. Assumption of Risks. I wish to participate in Sound Healing Classes with Anamaria De La Cruz, and hereby assume all risks of engaging in Sound Healing Classes with Anamaria De La Cruz. I also hereby hold harmless and release this business, its members, managers, employees, and agents, as well as Anamaria De La Cruz, MA, in her individual capacity (Indemnitees) and shall indemnify each of them from and against any and all loss, claim, cause of action, lawsuit, damage, liability, cost, or expense whatsoever that any of them may incur arising out of or in connection with my participation in Sound Healing classes with Anamaria De La Cruz, including, but not limited to, any physical, emotional, or mental benefits of Sound Healing and the use of any facility or space in which the classes are held.
3. Waiver. I hereby certify that I am at least 18 years of age (or, if less than 18 years of age, have caused this Liability Waiver and Release to be signed by my parent or legal guardian), I agree that neither I nor any member of my family will sue any Indemnatee because of my participation in Sound Healing classes with Anamaria De La Cruz or as a result of my presence in class at any time, and I understand that this Release shall be binding upon my estate, my heirs, next of kin, executors, administrators, representatives, successors, and assigns. I specifically waive any claim or right to assert any cause of action or alleged case of action or claim or demand that has, through oversight or error intentionally or unintentionally or through a mutual mistake, been omitted from this Liability Waiver and Release.
4. Covenants Regarding Participation in Classes. I further agree:
 - To pay in full at or before the commencement of Sound Healing classes all fees, charges, and expenses charged by Anamaria De La Cruz;
 - To assign irrevocably to Anamaria all rights to my likeness and voice in any photo or video of me taken while I am participating in Sound Healing classes;
 - To allow Anamaria to use my name, likeness, image, voice, and other information concerning me in any such photo or video, in any printed, online, or other media now known or hereafter discovered, without compensation, obligation, or liability to me of any kind whatsoever.

5. Representations Regarding Psychological Stability. I understand that Sound Healing is an activity that engages the body, mind, and spirit, but that it should not be treated as psychotherapy or psychological counseling, although Sound Healing can facilitate personal growth. While engaging in Sound Healing, I may access sensitive psychological material, for example childhood memories or personal traumas, and I declare that I have the psychological stability to handle whatever may come up. I understand that I am responsible for my participation in Sound Healing and any personal development or psychological work or conditioning that I choose to do, and I will not hold Anamaria De La Cruz, MA, responsible for any pain, emotional suffering, or damages that may occur.

6. Disclosures Regarding Medical and Psychological Conditions. Although Sound Healing is not intended as psychotherapy or psychological counseling, the skills I will be learning can allow me to access deep emotions and memories inside me. I have fully disclosed to Anamaria De La Cruz any medical or psychological conditions, food allergies, dietary restrictions, and other circumstances that may prevent me from fully participating in Sound Healing classes. I have consulted with my health care providers about participating in Sound Healing classes, or freely and knowingly waived my ability to do so.

7. Assumption of Risk. I understand that Sound Healing may include physical movement as well as an opportunity for relaxation, stress re-education, and relief of muscular tension. Participation in Sound Healing includes, but is not limited to, participation in meditation techniques, yogic breathing techniques, group activities, lectures, and/ or other experiential style learning exercises. As is the case with any activity, the risk of injury, even serious or disabling, is always present and cannot be eliminated. If I experience any pain or discomfort, I will listen to my body and ask for assistance. I understand that it is my responsibility to progress at my own pace and appropriate level in Sound Healing classes. Sound Healing is not a substitute for medical attention, examination, diagnosis, or treatment. Sound Healing may not be recommended under certain medical conditions. I understand that Sound Healing is not a substitute for medical care. I acknowledge that participation in Sound Healing exposes me to a possible risk of personal injury. I understand that my safety is my responsibility.

8. Additional Acknowledgements. I further understand that information I may receive as part of Sound Healing is in no way intended as medical advice, as a substitute for medical counseling, or as treatment or cure for any particular health condition.

****I UNDERSTAND THAT DUE TO THE NATURE OF THIS SMALL BUSINESS NO REFUNDS WILL BE OFFERED FOR MISSED CLASSES. SHOULD THE INSTRUCTOR NEED TO CANCEL A CLASS IN THE EVENT OF AN EMERGENCY, A REFUND FOR THE CLASS WILL BE OFFERED.**

9. Governing Law; Amendment; Interpretation of Agreement. This Liability Waiver and Release shall be governed by the laws of the State of California, and that any action, claim, or proceeding under this Liability Waiver and Release shall be commenced exclusively in the courts of California. This Liability Waiver and Release may not be revoked, terminated, or amended verbally, but only by a written instrument signed by me and an authorized representative of Insight. All covenants contained herein are severable, and in the event of any being held invalid by any competent court, this Agreement shall remain intact except for the omission of the invalid covenant.

I HAVE READ AND UNDERSTOOD THIS LIABILITY WAIVER AND RELEASE, HAVE HAD THE OPPORTUNITY TO HAVE LEGAL COUNSEL REVIEW THIS LIABILITY WAIVER AND RELEASE, AND I AM AWARE THAT BY SIGNING IT I AM WAIVING CERTAIN LEGAL RIGHTS THAT I OR MEMBERS OF MY FAMILY, MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, REPRESENTATIVES, SUCCESSORS, AND ASSIGNS MAY HAVE AGAINST ANAMARIA DE LA CRUZ, ITS MEMBERS, MANAGERS, EMPLOYEES, AND AGENTS.