

Breathe in Be & Breathwork Release of Liability, Waiver and Assumption of Risk Agreement In consideration of being permitted to participate in any way in Breathwork, as well as any related events or activities with, (hereinafter collectively "the Activities") I, the undersigned, hereby acknowledge, understand and expressly agree as to the following:

Breathwork can result in intense physical and emotional release. Therefore, it is not advised for persons with a history of cardiovascular disease, including angina or heart attack, high blood pressure, glaucoma, retinal detachment, osteoporosis, significant recent physical injuries or surgery.

Breathwork is not advised for persons with severe mental illness or seizure disorders or for persons using major medications. It is also unsuitable for anyone with a personal or family history of aneurysms. Pregnant women are advised against practicing Breathwork without first consulting and getting approval from their primary care physician. Persons with asthma should bring their inhaler and consult with their primary care physician and the Breathwork class facilitator.

(1) On behalf of myself, my spouse, my minor children, wards, relatives or other persons under my care, my parents, next of kin, my heirs, assigns, agents, personal representatives and estate (hereinafter collectively "RELEASING PARTIES"), I HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS Breathe in Be and his/her employees, agents, representatives, team members, as well as its owners, principals, employees, agents and representatives (hereafter collectively Breathe in Be), WITH RESPECT TO ANY AND ALL INJURY, whether physical, mental, psychological or emotional, or ANY LOSS or DAMAGE to PERSON or PROPERTY, of any kind, WHETHER ARISING FROM THE NEGLIGENCE OF Breathe in Be RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

(2) To the fullest extent allowed by law, I agree to defend, indemnify, and hold harmless Breathe in Be RELEASEES for all costs and expenses, including but not limited to all legal fees incurred by Breathe in Be RELEASEES in defending any claim brought against any or all of Breathe in Be RELEASEES by any of the RELEASING PARTIES and further agree to pay the full amount of any judgment, award or verdict that might be entered against any of Breathe in Be RELEASEES and/or in favor of any or all of the RELEASING PARTIES.

(3) I understand that there exists a risk of physical, mental, psychological or emotional injury or death from the Activities, and although personal discipline or compliance with the guidance of Breathe in Be RELEASEES may reduce this risk, the risk of such injury nevertheless does exist.

(4) I am fully aware that the Activities could be hazardous resulting in injury or death. I fully acknowledge that I am voluntarily participating in the Activities with knowledge of the danger involved, and I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both

known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation.

(5) I agree to comply with the stated and customary guidance and norms of participation in the Activities. If, however, I observe any unusual hazard during my presence or participation, I will immediately remove myself from participation in the Activities and bring such to the attention of the nearest official forthwith.

(6) I know, understand and acknowledge that Breathe in Be RELEASEES are NOT physicians, psychologists, or healthcare professionals, and the Activities being offered are 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.

(7) I promise, represent and certify that I am in good health physically, mentally, psychologically and emotionally, and fully understand and acknowledge that if I were not in such good health, I would not be permitted to partake in the Activities. As such, my promise, representation, and certification that I am in good health in each of the above-enumerated ways constitutes a material term upon which Breathe in Be RELEASEES are relying in permitting me to partake in the Activities.

(8) If I am pregnant or become pregnant or am post-natal, I will not participate in the Activities without first discussing the risks with my doctor, and I will only participate in the Activities if I have my doctor's full approval. I will not hold the RELEASED PARTIES responsible for any injuries to my pregnancy caused in part or in whole by my failure to follow my doctor's recommendation.

(9) I hereby forever unconditionally and irrevocably waive and release any and all claims I now have or may in the future have against Breathe in Be RELEASEES with respect to any injury, loss or damage I suffer as a result of participating in the Activities or any of the future Activities in which I may participate. I understand and agree that this Release of Liability, Waiver and Assumption of Risk Agreement (hereinafter "Agreement") extends to and includes any and all damages, injuries, and claims which I do not anticipate or know to exist and to any and all damages, injuries, or claims which may develop in the future, and I hereby expressly waive and relinquish any and all rights under any law or statute to the contrary.

(10) After being fully informed of the above, I, on my own behalf, and, to the fullest extent allowed by law, on behalf of all RELEASING PARTIES expressly agree and promise to accept and assume all of the risks inherent to and existing in connection with the Activities; and I voluntarily elect to participate in the Activities.

(11) Although this Agreement fully and completely releases Breathe in Be RELEASEES from any and all liability of any kind and of any nature in any way connected to, arising from, or relating to the Activities at issue, I further acknowledge and agree that to the

extent that I violate the plain terms of this Agreement by filing a claim, suit or other action against any of the Breathe in Be RELEASEES, any such claim, suit or other action shall be filed solely and exclusively before the American Arbitration Association, as governed by the Commercial Rules of Arbitration, with the initiating party bearing the fees and costs associated with arbitration, and with the prevailing party entitled to recover reasonable attorneys' fees and costs associated with the arbitration. Any legal or equitable claim that may arise from participation in the above shall be resolved under California law.

(12) I acknowledge, understand, and agree that this Agreement, and all of the releases, terms and conditions contained herein, shall apply with equal force and govern any future Activities in which I partake with Breathe in Be or any of the other Breathe in Be RELEASEES, thus obviating the need for me to sign this Agreement each and every time I partake in the Activities.

(13) I understand and agree that Breathe in Be RELEASEES are not responsible for property that is lost, stolen, or damaged while in, on, or about the premises.

(14) To the extent that any portion, clause or aspect of this agreement is found to be invalid, void or unenforceable, all other portions, clauses or aspects of this agreement shall remain in full force and effect.

(15) I have read this release of liability and assumption of risk agreement, fully understand its terms and I have either consulted an attorney or, at my sole discretion, elected not to do so.

(16) I understand that I am providing this release as consideration, in part, for participation in the Activities. As such, I understand that if I wish to alter or negotiate the terms of this Agreement, I may do so by speaking with one of Breathe in BE RELEASEES.

(17) I understand that I have given up substantial rights by signing this release of liability and assumption of risk agreement and sign it freely and voluntarily without any inducement.

By signing this document, I acknowledge that if anyone is injured or killed, or if property is damaged, during my participation in the activities, I will be found by a court of law to have waived all right to maintain suit against any of Breathe in Be RELEASEES and/or that I will be found to be fully responsible for all attorney fees and all other costs incurred by Breathe in Be RELEASEES and/or that I will be found personally liable for any judgment, award or verdict entered against any of Breathe in Be RELEASEES. I understanding that there exist known and unknown dangers of serious injury associated with the activities, some of which are referenced above, I nevertheless choose to participate in the activities.

BY AGREEING TO OUR TERMS AND CONDITIONS YOU ARE INDICATING THAT YOU UNDERSTAND THE INFORMATION CONTAINED ABOVE AND AGREE WITH IT.