

Liability, Waiver of Claims, and Model Release Form



THIS SIGNED FORM WILL SERVE AS YOUR RELEASE FOR ALL ENERGY ARTS EVENTS IN 2019.
PLEASE READ CAREFULLY AND BE SURE YOU UNDERSTAND THE CONTENTS FULLY. THIS RELEASE IS REQUIRED FOR ENROLLMENT.

Full Name (PLEASE PRINT CLEARLY)

Today's Date

Address

City

State

Zip/Postal Code

Country

Primary Phone Number

Email (PLEASE PRINT CLEARLY)

Acknowledgment and Assumption of Risk: I am aware that deep contemplation, physical contact and the risk of injury and emotional stress are inherent in the practice of meditation, movement, martial and other arts taught by Energy Arts, Inc., Bruce Frantzis and/or his assistants, certified instructors and their assistants. I hereby voluntarily assume full responsibility for all risks of loss, damage or injury of any kind that I may sustain, including but not limited to damage to any of my property while attending or en-route to or from any retreats, seminars, instructor trainings, classes or events of Energy Arts, Inc. I have not requested or received any warranties as to the effectiveness of this training.

Medical Disclaimer: I acknowledge that Bruce Frantzis is not a medical doctor and that his teachings are not a substitute for the advice of a physician or psychotherapist. I understand that if I have a medical or psychological problem, it is advisable that I should consult my healthcare provider before training with Bruce Frantzis. I understand if for any reason Energy Arts, Inc., Bruce Frantzis and/or his assistants deem there may be any potential safety risks for any reason whatsoever, I agree to leave the course without recourse and suspend training until further notice (a pro-rated refund will be given).

Full Release of All Claims, Including Negligence: I hereby release, waive, discharge and covenant not to sue hosts, venue and/or Energy Arts, Inc., including all of their officers, employees, representatives, agents, instructors and their assistants, from all liability of any kind, to the undersigned for any and all injury, loss or damage which may be suffered by me, or to my property, because of any matter, thing or condition, negligence or default whatsoever, while attending or enroute to or from any retreats, seminars, instructor trainings, classes or events of Energy Arts, Inc.

Acknowledgment of Rules and Procedures: I hereby agree to obey all rules and regulations of this year's trainings, and acknowledge that these rules and regulations have been established to keep order and protect students from injury. I agree to abide by the directions of Energy Arts, Inc., Bruce Frantzis and/or his assistants, certified instructors and their assistants, and the rules and regulations established for these studies, so as to minimize risk of injury. I agree not to teach any of the material learned unless expressly certified as an Instructor by Bruce Frantzis and Energy Arts, Inc. I agree not to film, audio record or take pictures at Energy Arts events. I understand any violation of rules, harmful behavior or disturbances may result in being asked to leave the training immediately without compensation.

Notice of Copyright and Trademark: I acknowledge that the names, materials, exercises and components therein and teaching methodology used in any retreats, seminars, instructor trainings, classes or events, and books, videotapes and audiotapes of Bruce Frantzis and/or Energy Arts, Inc. are protected by copyrights and trademarks owned by Bruce Frantzis and/or Energy Arts, Inc. and that such names and materials may not be reproduced in any form (whether in print, electronically or otherwise), sold, or otherwise used without written permission, and if permission is given Energy Arts, Inc. and Bruce Frantzis must be credited as the source of such material(s) in a specific manner defined by Energy Arts, Inc.

Photograph, Audio, Video and Model Release: Throughout the event(s) being held by or on behalf of Bruce Frantzis and/or Energy Arts, Inc. photographs, audio recordings and/or videos may be taken to use for such purposes as in archives, instructional aids, promotional material and website applications. The following grants permission and full unlimited rights in perpetuity to the use of your image and/or likeness thereof in such photographs, audio recordings and videos.

In consideration for participating in the event(s), I hereby grant Bruce Frantzis and/or Energy Arts, Inc., its successors and assigns and those acting upon its authority, permission to copyright and publish an image(s), photograph(s) or illustration(s) of me, or an image(s), photograph(s) or illustration(s) in which I may be included, as well as edited versions for use with fictitious name, for any lawful purpose whatsoever. I hereby waive any right that I may have to inspect and/or approve the finished product or the advertising copy that may be used in connection therewith.

I hereby release, discharge and agree to save harmless Bruce Frantzis and/or Energy Arts, Inc. its successors and assigns, all persons acting under its permission or authority or those for whom it is acting, from any liability by virtue of any blurring, distortion, intentional or otherwise, that may occur or be produced in the taking of said images, photographs, audio recordings and/or videos or in any processing tending toward the completion of the finished product, unless it can be shown that they and the publication thereof were maliciously caused, produced and published solely for the purpose of subjecting me to conspicuous ridicule, scandal, reproach, scorn and indignity.

Mediation/Arbitration in Marin County, California: If a dispute arises out of or relates to this Liability, Waiver of Claims, and Model Release Form, and if the dispute cannot be settled through direct discussions, the parties agree first to endeavor to settle the dispute in an amicable manner by mediation administered by the American Arbitration Association under its Commercial Mediation Rules, before resorting to arbitration. Thereafter, any such dispute shall be settled by arbitration in Marin County, California, before a single arbitrator, administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment upon the Award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The prevailing party in such arbitration shall be entitled to recover, in addition to such other relief as may be granted, all fees and costs charged by the American Arbitration Association and the arbitrator, and all reasonable attorneys' fees as determined by the arbitrator, and all costs and reasonable attorneys' fees incurred to enforce the arbitration award and any judgment entered in accordance therewith.

Signature

(Parent or Guardian signature is required if person listed above is under 18 years of age.)

Today's Date