

## **RELEASE AND WAIVER OF LIABILITY**

I am now, or in the future will be, participating in person or online in Programs such as classes, workshops, retreats, community gatherings such as contemplative practices, movement classes, health and wellness programs, lectures, musical performances, events, and other activities (collectively, the “Programs”) offered by *You Know More*, of 7 Heona Place, Kihei, Hawaii, 96753, a Hawaii 501(c)(3) non-profit charitable and educational organization, and/or its affiliates, directors, officers, employees, teachers, workshop presenters, or independent contractors (collectively, the “Presenters”), and agree for myself and (if applicable) for the members of my family, to the following:

### **1. Consideration, Hold Harmless and Assumption of Risk and Release**

In consideration of being permitted to participate in the Programs, I knowingly, voluntarily and expressly waive any “Claim” (as defined below) I may have at any time against *You Know More* or any of the Presenters as a result of my participation in the Programs even if the Claim arises from the negligence of *You Know More*, a Presenter or anyone else.

I agree to indemnify and hold harmless *You Know More* and each Presenter 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 *You Know More*, a Presenter or anyone else. “Claim” includes any and all liabilities, claims, demands, expenses, fees (including any legal fees or expenses), legal actions, rights of actions for damages, personal injury, mental suffering and distress, or death that I may suffer, or my spouse, children or unborn child may suffer in connection with participation in any Program. I, my heirs and legal representatives forever release, waive, discharge and covenant not to sue *You Know More* or any Presenter for any Claim caused by any negligence or other acts of *You Know More* or a Presenter.

### **2. Medical Advice Disclaimer**

I understand that the Programs and information provided by *You Know More* are not a substitute for and do not replace professional medical advice, diagnosis or treatment. *You Know More* Programs are provided for educational and informational purposes only and do not constitute providing medical advice or professional services. The information provided is not intended to diagnose or treat a health problem or disease. Those seeking medical and therapeutic services are advised to consult with a qualified health provider.

### **3. Qualification to Participate in Programs**

I represent and warrant that I am in appropriate physical and mental health to participate in the Programs. I am aware and understand that the Programs may aggravate a pre-existing medical condition. I understand that it is my responsibility to consult with a physician before my participation in the Programs. I understand that *You Know More* reserves the right to refuse my participation in any of the Programs on medical, fitness or any other grounds. I assume full responsibility for any risks, injuries or damages, known or unknown, which I might incur as a result of participating in the Programs, including those which may result from the negligence of *You Know More* or the Presenters.

*You Know More* reserves the right to deny access without refund to any person, *You Know More* or any Presenter deems to be acting in an inappropriate or unsafe manner.

### **4. Personal Property Release for In Person Programs**

I acknowledge that I have been urged to avoid bringing valuables into the Program facilities and that *You Know More* shall not be liable for the loss or theft of, or damage to my personal property including items left in the cubbies, bathrooms, or anywhere else in the facilities.

### **5. Applicable Law**

This Release shall be construed and governed by the laws of the State of Hawaii and all actions relating to this Release shall be brought in a court of competent jurisdiction located in Maui county, Hawaii.

### **6. Enforceability**

Should any provision of this Release be held invalid, illegal or unenforceable by a judge or other adjudicating body, it shall not affect any other provision of this Release and this Release shall be construed as if such provision had never been contained herein.

### **7. No Duress**

I acknowledge that I have read this Release and understand its contents and that I am under no duress to sign this agreement. I voluntarily and knowingly agree to the terms stated herein. I am aware that by signing this Release, 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 *You Know More* or any Presenter. I acknowledge and understand that *You Know More* may, in its sole and absolute discretion, change, modify, add, or remove portions of this Release (a "Modification")

from time to time. In the event of such a Modification, *You Know More* will require me to sign a modified Release and Waiver of Liability in the future before I am permitted to participate in any future Programs.

## **Agreement**

By clicking the checkbox on the registration page, you are signing this agreement and agree to these terms and conditions. You, the Participant, hereby certify that you are 18 years of age or older and you have read and consent to all the terms detailed in this Agreement.