

Balanced You™ COVID-19 WAIVER & RELEASE

COVID-19 SAFETY INFORMATION: The 2019-2020 outbreak of the novel coronavirus (COVID-19) has been declared a worldwide pandemic by the World Health Organization. **COVID-19 is extremely contagious** and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people.

In regards to offering our Services, including any Events & Activities related to our Services, Balanced You™ (hereinafter “the Company”) has put in place preventative measures to reduce the spread of COVID-19; however, we cannot guarantee that participants, volunteers, partners, or others in attendance will not become infected with COVID-19. Further, attending any Event put on by the Company could increase your risk of contracting COVID-19.

To participate in any Event sponsored or hosted by the Company, you affirmatively represent that:

- You, your household members, and anyone you have knowingly been in contact with within the past 14 days *have not* suffered from fever, fatigue, dry cough, difficulty breathing, or any other unusual health symptoms that could be related to COVID-19;
- Neither you, nor any household members, have been diagnosed with COVID-19 within the past 30 days;
- Neither you, nor any household members, have knowingly been exposed to anyone diagnosed with COVID-19 within the past 30 days;
- Neither you, nor any household members have traveled outside of the country or to any city considered to be a “hot spot” for COVID-19 infections within the past 30 days;
- You understand that Balanced You™ cannot be held liable for any exposure to the COVID-19 virus caused by misinformation on this form or the failure by any other client or participant to be truthful in their representations or to limit their individual exposure.

You agree to *immediately notify* the Company if your circumstances change in regards to any of these representations and to cancel your attendance at the event in order to minimize the risk of spread of COVID-19.

Because COVID-19 is extremely contagious and is spread mainly from person-to-person contact, the Company is following these enhanced procedures to help prevent the spread of COVID-19:

- Air filters will be running in the retreat suite. Social distancing is recommended. Masks are available. Hand sanitizer is available. Attendees may elect to have remote instead of live muscle testing.

- Participants are reminded and encouraged to be mindful of their travel arrangements and accommodations, to limit their exposure while traveling to and from, and while attending the event or activities.

However, the Company cannot guarantee that its participants, volunteers, partners, or others in attendance will not become infected with COVID-19.

ASSUMPTION OF RISK: You fully understand and acknowledge that risks and dangers exist in your participation of the Company's Services that include any Activity or Event hosted or sponsored by Company. You acknowledge:

1. That participation includes possible exposure to and illness from infectious diseases including but not limited to COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist;
2. That the health risks related to exposure to COVID-19 include illness ranging from mild illness, such as fever, headache, cough, shortness of breath, nausea, digestive upset, to more severe illness such as long-term illness or disability, pulmonary or cardiovascular complications, blood clots, stroke, pulmonary embolisms, heart attacks, brain aneurysms, or death.
3. That your involvement in and/or your attendance at the Activity or Event is voluntary;
4. That you knowingly assume the risk of injury, harm, and loss associated with participating in the Activity or Event, including any injury, harm, or loss caused by the negligence, fault or conduct of the Released Parties ("Releasees" below) (but *not* including gross negligence or wanton and willful conduct);
5. That if you are injured, you agree to assume any financial obligation related to such injury, either through your personal health insurance or other means, including for any medical costs which you incur.

LIABILITY WAIVER & RELEASE OF CLAIMS. YOU HEREBY VOLUNTARILY AGREE TO RELEASE, WAIVE, AND FOREVER DISCHARGE COMPANY AND ITS AFFILIATES, PARTNERS, SPONSORS, SUBSIDIARIES, SUCCESSORS OR ASSIGNS, AND OWNERS, REPRESENTATIVES, AGENTS, DIRECTORS, EMPLOYEES OR VOLUNTEERS (HEREINAFTER "THE RELEASEES") FROM ANY AND ALL LIABILITY FOR ANY HARM, CLAIM, DEMANDS, CAUSES OF ACTION, OR LOSSES, PRESENT OR FUTURE, WHETHER KNOWN OR UNKNOWN, THAT MAY EXIST, ARISE, OR HEREINAFTER ACCRUE AS A RESULT OF ANY LOSS, THEFT OR DAMAGE, INJURY, INCLUDING AND WITHOUT LIMITATION, PERSONAL, BODILY, OR MENTAL INJURY OR DEATH, ECONOMIC LOSS OR DAMAGE TO YOU, YOUR SPOUSE, YOUR CHILDREN, OR NEXT OF KIN, ASSIGNEES AND/OR LEGALLY APPOINTED DESIGNATED REPRESENTATIVES, RESULTING FROM THE NEGLIGENCE OR CONDUCT OF THE COMPANY OR ANYONE ELSE IN ATTENDANCE AT THE COMPANY'S SERVICES, EVENTS OR ACTIVITIES.

INDEMNIFICATION. YOU AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE RELEASEES FROM ANY AND ALL CLAIMS, ACTIONS, SUITS, PROCEDURES, COSTS, EXPENSES,

DAMAGES AND LIABILITIES, INCLUDING ATTORNEY'S FEES, THAT RESULT FROM YOUR PARTICIPATION IN OR INVOLVEMENT WITH ANY SERVICES, INCLUDING EVENTS OR ACTIVITIES ASSOCIATED WITH THE COMPANY, AND TO REIMBURSE RELEASEES FOR ANY INCURRED EXPENSES.

CONSTRUCTION. You further agree that this Waiver and Release Agreement is intended to be as broad and inclusive as is permitted by applicable laws, and will be governed by the laws of the state of California, without regard to its choice of law principles, and that if any portion herein is held to be invalid, the remaining provisions continue in full force and effect and the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision.

I HAVE READ THIS WAIVER OF LIABILITY & RELEASE, FULLY UNDERSTAND ITS TERMS, AND UNDERSTAND THAT IT AFFECTS MY LEGAL RIGHTS. I AM SIGNING THIS WAIVER & RELEASE KNOWINGLY AND VOLUNTARILY, AND INTEND FOR IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF LIABILITY TO THE GREATEST EXTENT PERMITTED BY LAW.