

Liability Waiver:

WAIVER, RELEASE, ASSUMPTION OF RISK

This Agreement (“**Agreement**”) is made and effective as of

Date*

by and between the nonprofit religious organization Church of Our Earth, hereinafter COOE,
and

Insert Full Name*

a natural person (“You,” “Your” or “Attendee”) (collectively, together with COOE, “**Parties**,” with each being a “**Party**”).

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Agreement Pertains to and Covers Your Participation in Any and All Ceremonies or Services Offered By and Through COOE or Through Any Representatives.

1. You acknowledge and agree that this Agreement pertains and is applicable to any and all ceremonies provided through COOE (“Ceremony” or “Ceremonies”) as well as any mentoring, coaching or educational services provided by persons associated with COOE (“Service” or “Services”).

2. You also acknowledge and agree that this Agreement is applicable, where provided, to the officers, directors, employees, agents, representatives, affiliates and contractors of COOE (“Representative” or “Representatives”).

1. **Acknowledgements on Limited Scope of COOE:** For purposes of this Agreement, You acknowledges and agrees to the following:

1. COOE is not a medical provider, does not provide medical or mental health advice, and makes no representations (medical or otherwise) about any Ceremonies or Services including with regard to whether and to what extent any Ceremonies or Services have any medical or mental health benefits;

2. You are electing to participate in any Ceremony or Services based on Your free will, in the absence of any coercion on the part of COOE or anyone else;

3. You have been encouraged to seek professional advice (including through licensed physicians and mental health professionals); have had the opportunity to seek such advice, and

have, in fact, sought such advice that You believe is appropriate, with regard to the Ceremonies or Services; and have had any and all questions about the Ceremonies or Services answered to your satisfaction; and

4. You, on Your own volition and in consultation with Your own medical and mental health professionals, have undertaken appropriate steps to become properly informed of the Ceremonies and Services, including with regard to any and all possible adverse impacts on Your physical and mental health.

1. Assumption of Risk.

1. You acknowledge to being aware and understanding that the Ceremonies or Services may be inherently dangerous and may expose You to foreseen and unforeseen hazards and risks. You acknowledge that You are voluntarily participating in the Ceremonies or Services and have considered those hazards and risks. You hereby expressly and specifically accept and assume such hazards and risks, including but not limited to any and all risk of emotional, mental or physical injury, harm, loss, or death that may incur as a result of Your participation in the Ceremonies or Services.

2. Release and Waiver.

1. You hereby fully and forever release and discharge COOE and any Representative from, and expressly waive, any and all claims (including negligence claims), demands, expenses, lawsuits, and any other liability of whatever kind or nature, either in law or in equity, of or to You, Your property, or any other person, directly or indirectly arising from or in connection with Your participation in the Ceremonies or Services. You covenant not to make, initiate, or bring any such claim, lawsuit, court action, or other legal proceeding or demand against COOE or any Representative, nor join or assist in the prosecution of any claim for money or other damages which anyone may have, on account of injuries (including death), losses, or damages, sustained by You, other parties, or Your (or others') property in connection with Your participation in the Ceremonies or Services, and You waive any right You may have to do so. You fully and forever release and discharge COOE and any Representative from liability under such claims or demands. You waive any insurers' right to make a claim against COOE or any Representative based on payments by insurers to You or on Your behalf for any reason, meaning Your insurers have no right of subrogation against COOE or any Representative.

2. YOU UNDERSTAND THAT THIS RELEASE DISCHARGES COOE AND ANY REPRESENTATIVE FROM ANY LIABILITY OR CLAIM THAT YOU MAY HAVE AGAINST COOE OR ANY REPRESENTATIVE WITH RESPECT TO ANY ACCIDENT, BODILY INJURY, EMERGENCY TREATMENT, PERSONAL INJURY, ILLNESS, DEATH, PROPERTY DAMAGE, PROPERTY LOSS, OR RESCUE OPERATION THAT MAY RESULT FROM THE CEREMONIES OR SERVICES, WHETHER CAUSED BY THE ACTIONS, INACTIONS, NEGLIGENCE, OR OTHER FAULT OF COOE, ANY REPRESENTATIVE, ANY PROVIDER OR OTHERWISE.

3. Additional Limitations of Liability.

1. NO CONSEQUENTIAL OR INDIRECT DAMAGES. IN NO EVENT SHALL COOE OR ANY REPRESENTATIVE BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

2. MAXIMUM LIABILITY. IN NO EVENT SHALL COOE'S OR ANY REPRESENTATIVE'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE LESSER OF (A) \$5,000 OR (B) THE AGGREGATE AMOUNTS PAID BY YOU FOR ANY CEREMONY OR SERVICE.

4. **Indemnification.** You shall indemnify, defend, and hold harmless COOE and any Representative from and against any and all claims, liabilities, damages, losses, expenses, demands, suits, and judgments, including without limitation reasonable attorneys' fees and costs, arising from or relating to (a) Your performance of this Agreement or breach thereof or (b) the intentional misconduct or negligent acts or omissions of You in connection with the performance of its obligations under this Agreement. This provision shall survive the termination of this Agreement.

Signature

date