

# Ceremony Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement

## **Plant Medicine Ceremony, Spirit Journey, and Intuitive Bodywork + Energy Healing** With Brooke Arceneaux – Soul Doula

In consideration of my participation in any way during the *Plant Medicine Ceremony, Spirit Journey, and/or Intuitive Bodywork + Energy Healing with Brooke Arceneaux – Soul Doula (Releasee)*, and any activities, operations, use of equipment, services, and events in relation to said event, I, the undersigned, hereby agree to release and discharge the Releasee on behalf of myself, my parents, my heirs, assigns, personal representatives and estate as follows:

### **1. INHERENT RISK**

I acknowledge that ceremonial and shamanic work with plant medicine may involve physical and psychological risks, entail known and unanticipated risks that could result in physical or emotional injury, death, or damage to myself, to property, or to third parties.

I expressly acknowledge that my use of plant medicine during any or all of the activities associated with the Releasees is done at my own risk. I understand and expressly acknowledge that I have responsibilities, including the responsibility for my own safety while participating in any or all of the activities associated with or provided by the Releasees.

I acknowledge that supportive physical bodywork and Reiki Energy Healing may be administered during the ceremony event. I recognize that bodywork requires physical exertion that may be strenuous, may cause physical injury, and I am fully aware of the risks and hazards involved.

### **2. EXPRESS ASSUMPTION OF RISK**

As lawful consideration for participation in activities offered by the Releasee, I expressly agree and promise on behalf of myself to accept and assume all the risks existing in this activity. My participation in this activity is voluntary, and I elect to participate in spite of the risks. I expressly agree and acknowledge

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*With Brooke Arceneaux – Soul Doula*

that the terms and conditions of the *Ceremony Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement* are contractual in nature and that I am signing at my own free will.

I understand that I am in total control of whether or not I choose to participate in any ceremonial or shamanic work, or any consumption or use of plant medicines, and that I may say “no” at any time to any assignment or healing act suggested to me. I understand that neither Brooke Arceneaux (the Releasee), nor anyone or any organization associated with the Releasee can coerce me into believing or doing anything, and that I freely choose my participation in this *Plant Medicine Ceremony, Spirit Journey, and Intuitive Bodywork + Energy Healing* moment by moment, and that I can say no at any time.

I hereby agree that I always have a choice whether or not to participate, and I agree to take full responsibility for the choices I make involving this work during and after the event. I agree that I always have full choice and take full responsibility for my choice even though I may perceive social pressure to do otherwise by facilitators or other participants.

I understand that the Releasee is not a trained psychotherapist, physician or medical professional. I understand that the Releasee works with spiritual energies and imagery and that all imagery may have multiple interpretations. I accept my own responsibility to make meaning to the experience of a healing session. I understand that shamanic and energetic healing work is unregulated and unlicensed and that there is truly no objective, scientific or rational gauge for the authenticity, quality or effectiveness of shamanic, energetic healing.

Knowing this, I hereby voluntarily assume full responsibility for any and all risk of personal injury or death or property damage suffered by me during my time with the Releasee.

I also hereby voluntarily release any other organization associated with the Releasee, including any organization rented for workshops retreats or any other reason. I understand and agree that I am releasing not only these organizations but also their officers, employees, membership and independent contractors. I also hereby voluntarily release any other individual associated with the Releasee.

I understand and agree that this agreement will have the effect of releasing, discharging, waiving, and forever giving up my right to bring any and all lawsuits or other actions or demands against any of the above named individuals, groups or organizations, that I may have or have had contact with, whether past, present or future, whether known or unknown, whether anticipated or unanticipated by me, arising from my participation in this event. This agreement constitutes a complete release, discharge, and waiver of any and all lawsuits, actions, or demands against the any individual or organization associated with the Releasee.

I understand and agree that this agreement applies to personal injury, property loss or damage, or death, which I may suffer, even if caused by acts or omissions on the part of the Releasee or others.

I understand and agree that this agreement will be binding on me, my spouse, children and any guardian ad litem for such children, my heirs, my assigns, and my personal representatives.

I understand and agree that by paying for a healing session, ceremonial facilitation, or any other services with the Releasee, I am agreeing to release, indemnify, and hold Brooke Arceneaux and the above named parties harmless from any and all liability or costs, including attorney’s fees or economic loss, associated with or arising from my participation in the event. I understand that “indemnify” as used in this

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agreement, means that I must protect Brooke Arceneaux and all above named parties from legal consequences.

### **3. MEDICAL HEALTH WAIVER OF LIABILITY AND INDEMNIFICATION**

I understand that it is my responsibility to consult with a physician prior to and regarding my participation in the Event. I represent and warrant that I am physically fit and I have no medical conditions that would prevent my full participation in the event.

I attest that:

\* I am not experiencing any symptoms of illness such as cough, shortness of breath or difficulty breathing, fever, chills, repeated shaking with chills, muscle pain, headache, sore throat, or new loss of taste or smell.

\* I do not believe I have been exposed to someone with a suspected and/or confirmed case of the Coronavirus/COVID-19, or any other contagious illness at this time.

\* I have answered my Health History Questionnaire truthfully and completely and am free from any known or unknown heart, physical, mental, drug or any other health problems that could prevent me from participating or cause complications during my participation.

\* I agree that my safety is primarily dependent upon taking proper care of myself during the *Plant Medicine Ceremony, Spirit Journey, and Intuitive Bodywork + Energy Healing*, and in following all pre and post ceremony, dietary and health guidelines, including abstaining from medications, drugs, alcohol as directed by my physician in relation to this event.

\_\_\_\_\_ ***I acknowledge, agree to, and verify/attest to the above: Item 3. Medical Health Waiver of Liability and Indemnification.***

### **4. INDEMNITY & RELEASE**

I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HERBY RELEASE, INDEMNIFY, AND HOLD HARMLESS Brooke Arceneaux, other participants, their families, and if applicable, owners and lessors of premises used to conduct the event (Releasees), from any and all claims, demands, losses and liability arising out of or related to any INJURY, DISABILITY OR DEATH I may suffer, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

I agree that if any portion of the agreement/contract is found to be void or unenforceable by law, the remaining portion shall remain in full force and effect; this document is intended to be interpreted as broadly as possible. A copy of this contract can be used as if it were the original. I understand that this document cannot be modified or changed in any way by representations or statements of any nature (be they vocal, advertising, etc) outside of this document; in other words, I am also waiving any claims I might have for breach of contract or warranty for statements or representations made outside of this release contract.

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\_\_\_\_\_ *I agree that by signing this document, I acknowledge for myself that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against the Releasees on the basis of any claim from which I have released them herein.*

\_\_\_\_\_ **I HAVE HAD SUFFICIENT OPPORTUNITY TO READ THIS ENTIRE DOCUMENT. I HAVE READ AND UNDERSTOOD IT, AND I AGREE TO BE BOUND BY ITS TERMS.**

Participant Full Name: \_\_\_\_\_

Home Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

Emergency Contact's Name and Phone Number: \_\_\_\_\_

Participant Signature: \_\_\_\_\_

Dated: \_\_\_\_\_