

ACKNOWLEDGEMENT AND RELEASE OF LIABILITY

As the client, _____, and in consideration for my participation in breathwork sessions (the “Sessions”) with Brielle Brasil Coaching, LLC, I agree that my participation in the Sessions is entirely voluntary and that I assume any risk associated with participation. Any actions or lack of actions, taken by me, the client, of such advice is done so solely by choice and responsibility, and any harm, injury or loss that may occur to me or my property as a result of my participation in the Sessions, is neither the responsibility nor liability of Brielle Brasil Coaching, LLC.

PHOTOGRAPHY/VIDEOGRAPHY CONSENT DURING SESSIONS

___ I understand that during the sessions, I may be photographed or videotaped. To the fullest extent allowed by law, I waive all rights of publicity and or privacy or pre-approval that I have for any such likeness of me or use my name in connection with such likeness, and I grant to Brielle Brasil Coaching, LLC and it's assigns permission to copyright, use and publish (including by electronic means) such likeness of me, whether in whole part, in any form, without restriction, and for any purpose.

___ I do NOT consent to being photographed or videotaped in conjunction with or arising.

RELEASE OF LIABILITY, WAIVER AND ASSUMPTION OF RISK

a. Client, and all of its participants, warrants it does not have, or have had in the past, any of the following conditions: cardiovascular disease, high blood pressure, glaucoma, retinal detachment, osteoporosis, recent physical injuries or surgeries, mental illness, seizure disorders, pregnant. If any Client or any participants do have any of the preceding conditions, they warrant that their primary care physician has released them to participate in breathwork.

b. Client, and all of its participants, understands that there exists a risk of physical, mental, psychological or emotional injury, or although very rare, death, from the Activities, and although compliance with the guidance of Organizers may reduce this risk, the risk of such injury nevertheless does exist.

c. Client, and all of its participants, fully acknowledges that they are voluntarily participating in the Activities with knowledge of the danger involved, and knowingly and freely assumes all such risks, both known and unknown, even if arising from the negligence of Organizers or others.

d. Client, and all of its participants, agrees to comply with the stated and customary guidance and norms of participation in the Activities. If, however, it observes any unusual hazard during its presence or participation, it will immediately remove itself from participation in the Activities and bring such to the attention of the nearest official forthwith.

e. Client, and all of its participants, understands and acknowledges that the

Organizers are not acting in the capacity of physicians, psychologists, or healthcare professionals, and the Activities being offered are NOT intended to treat or diagnose, and does not include treatment for or diagnosis of, any illnesses, disease or disorders, whether physical, mental, psychological or emotional.

f. Client, and all of its participants, represents and certifies that it is in good health physically, mentally, psychologically and emotionally, and fully understands and acknowledges that if it were not in such good health, it would not be permitted to partake in the Activities. As such, its representation and certification that it is in good health in each of the above-enumerated ways constitutes a material term upon which Organizers are relying in permitting Client, and all of its participants, to partake in the Activities.

g. Client, and all of its participants, on behalf of its employees, heirs, agents, representatives, parents, subsidiaries, predecessors, successors, assigns and any person or entity that it controls, forever releases, indemnifies and discharges Organizers and their employees, agents, representatives, team members, as well as its owners, principals, employees, agents and representatives, with respect to any and all claims Client and its employees, heirs, agents, representatives, parents, subsidiaries, predecessors, successors, assigns and any person or entity that it controls, may now have or may have in the future resulting from injury, whether physical, mental, psychological or emotional, or any loss or damage to person or property, of any kind, whether arising from the negligence of Organizers to the fullest extent permitted by law.

h. Although this Agreement fully and completely releases Organizers from any and all liability of any kind and of any nature in any way connected to, arising from, or relating to the Activities at issue, Client, and all of its participants, further acknowledges and agrees that to the extent that Client, and all of its participants, violates the plain terms of this Agreement by filing a claim, suit or other action against Organizers, any such claim, suit or other action shall be filed solely and exclusively before the American Arbitration Association, as governed by the Commercial Rules of Arbitration, with the initiating party bearing the fees and costs associated with arbitration, and with the prevailing party entitled to recover reasonable attorneys' fees and costs associated with the arbitration. Any legal or equitable claim that may arise from participation in the above shall be resolved under [Virginia] law.

i. By signing this agreement, Client, and all of its participants, acknowledges the contagious nature of COVID-19 and voluntarily assumes the risk that Client, and all of its participants, or its child(ren) may be exposed to or infected by COVID-19 by participating in breathwork with Organizers and that such exposure or infection may result in personal injury, illness, permanent disability, and death. Client, and all of its participants, understands that the risk of becoming exposed to or infected by COVID-19 during the Activities may result from the actions, omissions, or negligence of myself and others, including, but not limited to, employees, agents, independent contractors, affiliates, successors and assigns

INTELLECTUAL PROPERTY. Client agrees that any works created in connection with this Agreement will be the property of the Organizers.

CONFIDENTIALITY.

a. "Confidential Information" means any information that is treated as confidential by a party, including but not limited to all non-public information about its business affairs, products or services, Intellectual Property Rights, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether disclosed orally or in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as "confidential." Confidential Information shall not include information that:

(a) is already known to the Receiving Party without restriction on use or disclosure prior to receipt of such information from the Disclosing Party;

(b) is or becomes generally known by the public other than by breach of this Agreement by, or other wrongful act of, the Receiving Party;

(c) is developed by the Receiving Party independently of, and without reference to, any Confidential Information of the Disclosing Party; or

(d) is received by the Receiving Party from a third party who is not under any obligation to the Disclosing Party to maintain the confidentiality of such information.

b. The Receiving Party agrees:

i. Not to disclose or otherwise make available Confidential Information of the Disclosing Party to any third party without the prior written consent of the Disclosing Party; provided, however, that the Receiving Party may disclose the Confidential Information of the Disclosing Party to its and its Affiliates, and their officers, employees, consultants, and legal advisors who have a "need to know", who have been apprised of this restriction, and who are themselves bound by nondisclosure obligations at least as restrictive as those set forth in this Section.

ii. To use the Confidential Information of the Disclosing Party only for the purposes of performing its obligations under the Agreement or, in the case of Customer, to make use of the Services and Deliverables; and

iii. To immediately notify the Disclosing Party in the event it becomes aware of any loss or disclosure of any of the Confidential Information of Disclosing Party.

c. If the Receiving Party becomes legally compelled to disclose any Confidential Information, the Receiving Party shall provide:

i. Prompt written notice of such requirement so that the Disclosing Party may seek, at its sole cost and expense, a protective order or other remedy; and

ii. Reasonable assistance, at the Disclosing Party's sole cost and expense, in

opposing such disclosure or seeking a protective order or other limitations on disclosure.

d. Survival: This section shall survive the termination of this Agreement until the Confidential Information becomes well known industry practice or disclosed at large by the Disclosing Party. Whether the Confidential Information has been disclosed at large is at the discretion of the Disclosing Party.

e. Return of Confidential Information: Upon termination of this agreement, the Receiving Party must immediately return all Confidential Information, copies thereof, or anything related to Confidential Information to the Disclosing Party.

12. TERM AND TERMINATION.

a. The term of this Agreement shall commence upon Term. The term of this Agreement shall commence upon the Effective Date and continue through the date in which the Services are completed.

b. Organizers may terminate this Agreement at any time.

REPRESENTATIONS AND WARRANTIES.

a. The Parties each represents that it has the full right, power, and authority to enter into, and to perform its obligations and grant the rights and licenses it grants or is required to grant under this Agreement;

b. Organizers represents it has the required skill, experience, and qualifications to perform the Services;

c. Organizers represents it shall perform the Services in compliance with all applicable federal, state, and local laws and regulations, including by maintaining all licenses, permits, and registrations required to perform the Services;

INDEMNIFICATION. CLIENT SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS ORGANIZERS AND ITS AFFILIATES FROM AND AGAINST ANY CLAIMS, JUDGMENTS, DAMAGES, LIABILITIES, SETTLEMENTS, LOSSES, COSTS, AND EXPENSES, INCLUDING ATTORNEYS' FEES AND DISBURSEMENTS, ARISING FROM OR RELATING TO ANY BREACH BY ORGANIZERS OF ITS REPRESENTATION OR WARRANTIES.

ASSIGNMENT AND DELEGATION. Client may not assign any rights or delegate any of its duties under this Agreement without Organizers's prior written approval.

DISPUTE RESOLUTION. If a dispute arises under this Agreement, the parties agree to first try to resolve the dispute with the help of a mutually agreed-upon mediator in the State of [Virginia]. Any costs and fees other than attorney fees associated with the mediation shall be shared equally by the parties. If it proves impossible to arrive at a

mutually satisfactory solution through mediation, the parties agree to submit the dispute to a mutually agreed-upon arbitrator in the State of [Virginia]. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction to do so. Costs of arbitration, including attorney fees, will be allocated by the arbitrator.

CHOICE OF LAW. This Agreement and the interpretation of its terms shall be governed by the State of [Virginia] and construed in accordance with the laws of [Virginia] and subject to the exclusive jurisdiction of the federal and state courts located in [Virginia].

MODIFICATION. This Agreement may be amended, modified, or supplemented only by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving.

ENFORCEABILITY. If any of the provisions of this Agreement are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Agreement as a whole.

ENTIRE AGREEMENT. This Agreement constitutes the entire agreement of the parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, whether written or oral, with respect to such subject matter.

RELEASE OF LIABILITY AND ASSUMPTION OF ALL RISK RESPONSIBILITY. IN CONSIDERATION OF MY PARTICIPATION IN THE SESSIONS, **I HEREBY GENERALLY RELEASE, AND PROMISE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS BRIELLE BRASIL COACHING, LLC AND INDEPENDENT CONTRACTOR, AND THEIR RESPECTIVE AGENTS AND EMPLOYEES (THE “RELEASE PARTIES”), FROM ANY LIABILITY WHATSOEVER.** I will reimburse Brielle Brasil Coaching, LLC and Independent Contractor for any damages, reasonable settlements and defense costs, including attorney’s fees, that they incur because of any such claims made against them. I agree that the terms of this agreement, including the indemnification obligations in this paragraph, will be binding on my estate, and my personal representative, executor, administrator or guardian will be obligated to respect and enforce them.

This RELEASE does not extend to claims for gross negligence, intentional or reckless misconduct, or any other liabilities that applicable law does not permit to be excluded by agreement.

I agree that the purpose of this agreement is that it shall be an enforceable RELEASE OF LIABILITY AND INDEMNITY as broad and inclusive as is permitted by Virginia law. I agree

that if any portion or provision of this agreement is found to be invalid or unenforceable, then the remainder will continue in full force and effect. I also agree that any invalid provision will be modified or partially enforced to the maximum extent permitted by law to carry out the purpose of the agreement.

I understand that this is a contract that affects my legal rights, and I have read and understood this form and all its contents, and I voluntarily agree to the terms and conditions stated above.

To submit questions regarding this release, please email briellebrasil@gmail.com.

Brielle Brasil Coaching, LLC (Organizer)

Signature

Date

(Client Name)

Client Signature

Date