



## **PARTICIPANT AGREEMENT, RELEASE AND WAIVER OF LIABILITY**

1. I desire to participate in one or more of Towering Fir, LLC's ("Towering Fir") workshops, trainings, teachings, classes, events, rituals, or individualized services (collectively the "Offerings") as taught, guided, delivered and facilitated by individuals working on behalf of Towering Fir (typically, Sarah Ditty and any applicable assistants – together "Facilitators"). I agree to the terms and conditions of this PARTICIPANT AGREEMENT, RELEASE AND WAIVER OF LIABILITY (the "Agreement"), and that any breach of this Agreement by me may result in me being asked to leave the Offerings or discontinue Services without refund.

2. I acknowledge and understand that the Offerings are for recreational and educational purposes only. The Offerings are not intended as counseling or any other form of mental or physical therapeutic treatment. I understand that the Facilitators are not licensed mental health or medical professionals, and that the Offerings are not intended to diagnose, treat, cure, or prevent any psychological or medical condition, nor are they a substitute for professional mental health or medical care.

3. I acknowledge and agree that:

a. The purpose and intent of the Offerings are for Sarah Ditty to share knowledge and experience gained through her life-long pursuits, and it is up to me how to apply this information.

b. The teaching materials, Offerings, and other information provided are provided on an "AS-IS" basis, and without warranty of fitness for my purposes.

c. I will not record, copy, publish, or distribute teaching materials or notes, or replicate any other materials and techniques provided through the Offerings, without requesting and obtaining legal rights and written permission from Towering Fir. I understand that I may integrate what I learn during Offerings into my personal work, not for distribution.

d. Some of the Offerings are coordinated in conjunction with a third-party location or co-hosting business or individual (together, "Host Space"). For some Offerings, there may also be third-party individuals or businesses, their related entities, employees and contractors who deliver a portion of the Offerings. We refer to them as, "Co-Creators". When applicable, I authorize the Co-Creators or Host Space, their respective staff members and

assigned volunteers to take any and all reasonable steps on my behalf in the event of any physical or other injury or condition I might suffer during the Offerings. The Host Space or Co-Creators may engage medical treatment and services of any kind that in the sole discretion of the Host Space or Co-Creators are deemed reasonable or necessary. I agree to indemnify and hold harmless Towering Fir and its Facilitators, Host Space, Co-Creators, and the staff members, volunteers, and affiliates of each from any and all liability, claims, suits and damages, including but not limited to attorney's fees and the costs arising out of such services and/or personnel on my behalf. In the event I incur medical expenses, costs, and other related fees as a result of my attendance and participation in the Offerings, I shall be solely liable for such medical expenses, costs and other related fees.

e. I agree that I will not engage in any disruptive or inappropriate behavior as determined by the Facilitators or the Co-Creators discretion. If in their judgment I am unable to participate productively or safely, I understand that I will be asked to discontinue participation and in such case will not be refunded any pre-paid fees.

4. I expressly assume any and all risks of the Offerings, including but not limited to physical, emotional or other injury either to myself or other attendees during the Offerings. I acknowledge that I am solely responsible for my own mental and physical health and that my participation may be physically, mentally, or emotionally demanding. I acknowledge that as a part of my assumption of risk in participating in the Offerings, I am free at all times to choose the degree to which I participate in any and all activities, including to not participate and leave (without a refund) at any time.

5. I represent that either (i) I am not presently in, and have not participated within the past 2 years in, psychotherapy or other psychological treatment program; or (ii) if I am presently in, or within the past 2 years have been in, psychotherapy or other psychological treatment program, I have advised my health care professional of the nature of the Offerings, and I have obtained prior written consent ("Consent") from such health care professional approving my participation. I agree to provide such Consent to Towering Fir or its Facilitators upon request.

6. I represent and warrant to Towering Fir, Facilitators and Co-Creators that (i) any requested medical history and information I have provided is true, accurate and complete; (ii) all information regarding my professional services is true, accurate and complete; (iii) any and all other information or statements I have made or provided are true, accurate, and complete. In the event that any falsity is discovered or in the event I violate any provision of this Agreement, I acknowledge that I may be asked to leave the Offerings without refund.

7. In further consideration of being permitted to participate in the Offerings, I also agree to indemnify and hold harmless and hereby irrevocably release and waive any and all claims, of any kind or nature, that I may have against Towering Fir, Facilitators, Host Space, Co-Creators, and their staff, employees, volunteers, and independent contractors, arising out of or related to my participation in the Offerings, including but not limited to claims for personal injury, emotional distress, or other damages. This waiver and release is intended to be as broad as permitted by applicable law.

8. By signing below, I acknowledge and understand that this Agreement is a binding agreement, which limits my legal rights, and is binding upon myself, my heirs, agents, assigns and legal representatives. If a judicial determination is made that any part of this Agreement is invalid or unenforceable, it is agreed the invalid or unenforceable part will be severed and the remaining portions will remain fully enforceable.