



Joan Clark/Joan Clark's Palais Aromaetica Liability Release/Waiver

I (“**participant**”) hereby affirm and represent that I have completely read and understood Joan Clark/Joan Clark’s Palais Aromaetica Liability Release/Waiver (“**liability waiver**”), for the class/workshop/retreat/trip/tour/ pilgrimage (“**event**”) I am signing up for, which also applies to any and all services associated with the “**event**”.

In registering and participating in this “**event**” I hereby agree to the fullest extent permitted by law the following:

1. I release and discharge Joan Clark, Joan Clark’s Palais Aromaetic, and/or any agents, officers, directors, affiliates, collaborators, employees, guides, assistants (“**organizer(s)**”), from any liability or responsibility for any injury (including death); and for any damage to or loss of property, however caused, that I may suffer as a result of or in connection with my participation in and acceptance of services relating to “**event**” or any related travel; including, without being limited to, any injury, loss, or damage resulting from, arising out of, or occurring in connection with the negligent acts or omissions of “**organizer(s)**”.
2. I understand that my participation in this “**event**” may include experiences, activities and modalities, including but not limited to work with essential oils, energy, movement, meditation, exercise, acupuncture, being in nature, that may present a hazard to me and I fully accept all such risks. I declare to be in good physical and mental health, able to travel as necessary, and able to take part in physical activity including but not limited to, the above, along with prolonged walking, standing, uphill and downhill walking, and any other activities the “**event**” may include, and to claim personal responsibility for refraining from any such activity beyond my capabilities.
3. I agree not to raise any claim or institute any legal actions or proceeding against “**organizer(s)**”, for any cause of action that may result or arise from my participation in the “**event**” or any related travel.
4. I fully understand that travel has inherent risks outside the control of “**organizer(s)**”, which in part may be affected by my own actions in following the standard guidelines concerning medicine, travel, and safety.
5. Health Proxy:
 - a. I understand it is my obligation to inform an appropriate representative of “**organizer(s)**” of any special information regarding my health, or physical or mental condition, that may be relevant to my participation in the “**event**” or any travel related to the “**event**”.
 - b. I understand that “**organizer(s)**” are not licensed medical or mental health care providers; that “**organizer(s)**” do not diagnose or provide any advice or technique as a form of treatment for medical or mental health problems; and I further understand that it is my responsibility to consult with my medical and/or mental health provider(s) for any condition(s) for which I am under or may need treatment.
 - c. In the case of an emergency or such an illness, injury or accident that renders me unable to make an informed choice as to the determination of action, I hereby grant to “**organizer(s)**” the power of attorney to act on my behalf until a suitably qualified family member or designee is in a position to do so.
6. In consideration for being permitted to participate in this “**event**”, and for other good and valuable consideration, the

receipt and adequacy of which is acknowledged, I, as the “participant” (individually and on behalf of my heirs, successors and assigns) fully and forever release and discharge “organizer(s)” from any and all claims, directly or indirectly resulting from, or in connection with, my participation in the “event”.

7. I understand the cancellation and refund policy, as well as the deadlines for payment and for cancellation submissions. I hereby warrant being aware of what is included and what is not included as per the “event”. I am aware that the itinerary of the “event” is subject to change unexpectedly. I am aware that “organizer(s)” take no responsibility for any unforeseen circumstances that may prevent some of the scheduled activities from taking place or being fulfilled. I realize I will not be reimbursed for unused portions of the “event”. I understand “organizer(s)” shall make no refund(s) toward missed days, activities or hotel accommodations due to medical, travel, weather, strikes, unexpected occurrences during the event. I am aware that there may be errors or misprints in this document, and/or marketing/promotional materials in any media, and will not hold “organizer(s)” liable in any way before, during or after the conclusion of the “event”. I acknowledge “organizer(s)” are not responsible for any accidents, incidents, food poisoning, allergy-related health problems, any/or other harm or injury that I may experience which may occur during or following the “event”. I am responsible for any expenses that relate to my food allergies or particular dietary needs, which keep me from eating what is presented during the included meals and/or snacks.

8. I hereby agree to release and hold harmless any owners, sponsors, guides, workers, volunteers and owners of both private and public land where the activities of the event are to take place.

9. Because of the personal nature of the event, I will be kind and considerate of other event members, the event leader, assistants, etc. For my benefit and the benefit of other event participants, coordinators, administrators, etc., I understand that if I disrupt group harmony and/or if I am abusive in any way towards other participants, coordinators, administrators, etc., I may be asked to leave the event without refund at the sole and unilateral discretion of the “organizer(s)”, and I will not file any claims or complaints against “organizer(s)”.

10. I understand that some parts of the gathering may be photographed and videotaped, and I agree to allow myself to be filmed and give up any rights that I might have regarding the video or photographs or use of these images or recordings from the “event”, by “organizer(s)”. I further give my consent to permit any image, digital or otherwise, of my likeness to be used in any manner consistent with the promotion of such future trips/events/retreats by “organizer(s)”.

11. My questions, if any, about this “form” and the Terms and Conditions (“terms and conditions”, found on www.joanclark.com) have been answered and I understand the risks associated with participating in this “event”.

12. I agree to indemnify “organizers” from any claim or damage arising out of the above and/or my actions during the event. This agreement shall be legally binding on me, my heirs, my estate assigns, legal guardians and personal representatives, and shall be construed according to the laws of Kansas and in the courts of Douglas County. There shall be no amendments or waivers to this agreement unless in writing signed by all parties. Any waived breach shall not be considered the waiver of any additional breach.

Signature

Date

Print Name

Witness signature

Date