

# Waiver of Liability Confirmation

## Class: Mindful Based Stress Reduction for individuals taught by Minding the Waves, Laurie Hallihan and Ruth Dease

In exchange for the value and benefit of services received, including my participation in the MBSR Class. I have read, understand, and willingly signed this Waiver. I acknowledge that my participation in any activity conducted by, on the premises of, or for the benefit of, the MBSR Class has certain inherent risks, which I voluntarily assume. I agree to follow any instructions given or rules established by the MBSR teachers with regard to participation in any activities. I hereby indemnify, release, hold harmless and forever discharge Ruth Dease and Minding the Waves, Laurie Hallihan of and from any and all claims, demands, debts, contracts, expenses, causes of action, lawsuits, damages or liabilities, of every kind and nature, whether known or unknown, in law or equity, that I ever had or may have, arising from or in any way related to my participation in any activities conducted by, on the premises of, or for the benefit of, the MBSR Class provided, that this Waiver of Liability does not apply to any acts of gross negligence, or intentional, willful or wanton misconduct.

This Waiver is binding upon me, my heirs, executors, legal representatives, successors and assigns. The provisions of this Waiver will continue in full force and effect even after the termination of the activities conducted by, on the premises of, or for the benefit of, Ruth Dease and Minding the Waves, Laurie Hallihan, whether by agreement, by operation of law, or otherwise.

This Waiver is governed by the laws of the State of California and is intended to be as broad and inclusive as is permitted by that law. If any provision of this Waiver is held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions will continue to be fully effective. This Waiver contains the entire agreement between the parties, and supersedes any prior written or oral agreements between them concerning the subject matter of this Waiver. The provisions of this Waiver may be waived, altered, amended or repealed, in whole or in part, only upon the prior written consent of all parties.

Any claim or controversy that arises out of or relates to this waiver or the alleged breach of it, and which cannot be settled by the parties, will be settled by submission to the nearest chapter of the American Arbitration Association or similar group for binding unappealable arbitration in accordance with its current rules and procedures.

I am of lawful age and legally competent to sign this document; I understand the terms herein; and I have signed this document as my own free act.

Liability Waiver Form Signature

First Name:	Last Name:
Email:	Date:

I have read the Liability Waiver\* form for this course and:

- ☐ I agree
- ☐ I do not agree

*\*The Liability Waiver details can be downloaded at [mindingthewaves.com/forms](http://mindingthewaves.com/forms) for future reference.*