

INFORMED CONSENT & LIABILITY WAIVER AND RELEASE OF CLAIMS FOR IN-PERSON BRAINSPOTTING TRAVEL TRIP

This document contains important information about our decision (yours, and Cherie Lindberg, LLC) to participate in the Brainspotting Trip to Scotland. **Please read this carefully** and let us know if you have any questions. When you sign this document, it will be an official agreement between us.

Decision to Meet Face-to-Face

We have agreed to travel together to Scotland from September 7-20, 2024.

Risks of Opting for In-Person Services

You understand that by coming to the Scotland trip in person, you are assuming the risk of exposure to the coronavirus (or other public health risk). This risk may increase as you are traveling via public transportation, cab, or ridesharing service.

Your Responsibility to Minimize Your Exposure

To attend the trip in person, you agree to take certain precautions which will help keep everyone (you, me, other registrants, assistants, and our families safer) from exposure, sickness, and possible death. If you do not adhere to these safeguards, it may result in you needing to isolate yourself and not participate. Please initial each to indicate that you understand and agree to these actions:

- You agree to test yourself 2 days prior to travel _____
- You agree to travel in person only if you are symptom free. _____
- You agree only to travel if you have been free from a fever for a minimum of 7 days prior. _____

We may change the above precautions if additional country, local, state, or federal orders from the US or guidelines are published. If that happens, we will talk about any necessary changes.

Our Commitment to Minimize Exposure

Cherie Lindberg has taken steps to reduce the risk of spreading the coronavirus. No masks will be required during this travel trip unless additional country, local and state, or federal orders. Please let us know if you have questions about these efforts.

If You or I Are Sick

You understand that we are committed to keeping everybody attending the trip safe from the spread of this virus. If you show up for the trip with symptoms, we will require you to isolate yourself, test yourself and if positive, you will not be able to participate. When you are feeling better, we would ask you to return to your home. Any expenses incurred returning home early or late would be your responsibility to pay.

If Cherie Lindberg, or the assistants test positive for the coronavirus, we will notify you so that you can take appropriate precautions.

LIABILITY WAIVER AND RELEASE OF CLAIMS

1. I, the undersigned participant listed below, desire to participate in the Scotland travel trip involves travel (the "Activity") operated by Cherie Lindberg, LLC. I am freely agreeing to execute this Liability Waiver and Release of Claims. I acknowledge that Cherie Lindberg, LLC and its directors, officers, counselors, employees, and volunteers (the "Released Parties") are relying upon this Liability Waiver and Release of Claims in managing risk and that it will govern my actions and responsibilities in connection with the Activity.

2. I understand that my participating in the Activity may involve physical activity, emotional activity and that there is a risk of injury from the Activity. Specific risks include, but are not limited to, emotional dysregulation, physical injury, and COVID virus. I acknowledge that I have voluntarily chosen to participate in the Activity with full knowledge of the risks involved. I hereby agree to expressly assume and accept all risks of injury associated with the Activity, even those arising from the negligent acts or omissions of Cherie Lindberg, LLC or the other Released Parties described above. This Liability Waiver and Release of Claims does not include those arising out of the intentional or reckless conduct of Cherie Lindberg, LLC or the other Released Parties.

3. **I, for myself and my heirs, assigns, personal representatives, and next of kin (“my successors”), hereby release and hold harmless Cherie Lindberg, LLC and the other Released Parties, and waive any and all claims against Cherie Lindberg and the other Released Parties for any injury, disability, death, loss or damage of any kind or nature sustained by me in connection with or arising out of my participation in the Activity, including those caused by the negligent acts or omissions of Cherie Lindberg, LLC or any other Released Party. I understand that I am not waiving or releasing any claims arising out of the intentional or reckless conduct of Cherie Lindberg, LLC or the Released Parties.**

4. I agree, for myself and my successors, that this Liability Waiver and Release of Claims constitutes a binding contract which may only be modified in writing by myself and Cherie Lindberg, LLC. Every term and provision hereof is intended to be severable and if one or more provisions is deemed to be invalid or unenforceable, the remainder shall remain in full force and effect. This Liability Waiver and Release of Claims will remain in effect for the duration of my relationship with Cherie Lindberg, LLC, unless otherwise agreed in writing.

5. I certify that I am over 18 years old. I have read this document and fully understand its content. I understand that Cherie Lindberg, LLC has a business need to manage its risk. I will have the opportunity to bargain for my participation in the Activity, and if I decline to sign this Liability Waiver and Release of Claims form, Cherie Lindberg, LLC may decide to proceed with the Activity without my involvement.

I ACKNOWLEDGE AND AGREE THAT SIGNING MY NAME BELOW CREATES A LEGAL AND BINDING AGREEMENT. I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL LEGAL RIGHTS BY SIGNING IT, AND AM SIGNING IT FREELY AND VOLUNTARILY WITHOUT INDUCEMENT. I HAVE HAD THE OPPORTUNITY TO ASK QUESTIONS REGARDING THIS WAIVER.

Signature:

Participant Name:

Date: