### Hadas Golan

## **RELEASE AND ARBITRATION AGREEMENT**

Courses offered by Hadas Golan teach the Buteyko Institute Method breath reconditioning program through a series of lectures and training. These courses do not constitute medical treatment. You should consult your health care provider before taking this course or modifying any medication prescribed to you by your physician or health care provider.

#### Acknowledgements and Representations

- 1. I understand that this course is not medical therapy, nor it is a substitute for medical therapy or advice.
- 2. I understand that I should consult my health care provider before adopting any of the treatments or techniques contained in this course.
- 3. I understand that I should consult my health care provider before modifying any medication prescribed to me before taking this course. If I modify my medication in any way during or after this course without first consulting my physician or health care provider I take full responsibility for that decision.
- 4. If I have any concerns about my physical well being during any course session, I agree to notify my course instructor immediately. I understand that I am free to leave the course at any time for any reason. If during the course (or afterward) I feel the need for assistance from anyone, professional or otherwise, I take full responsibility for leaving the course and obtaining it for myself.
- 5. I understand that Hadas Golan makes no guarantees of warranties about results I will experience as a result of this course. I also understand that whether I experience any improvement in my health, and to what degree and duration I experience improvement, is significantly dependent on how diligently I follow the Buteyko Institute Method breath reconditioning program presented in this course.
- 6. I agree that I am not a trained Buteyko practitioner and that I will not, either formally or informally attempt to teach or instruct others in the Buteyko Institute Method breath reconditioning program or any portion of Buteyko Institute Method breath reconditioning program.

#### Indemnity and Release

I accept full responsibility for my participation in this course. Therefore, for myself and on behalf of my heirs, representatives, successors and assigns, I hereby agree that, except arising from gross negligence or willful misconduct, I shall have no claim against, and I hereby agree to indemnify and hold harmless and forever release Hadas Golan, her agents, employees, and representatives, and their successors and assigns, from all injury, damage, claims, liabilities, costs and expenses (i) arising from or related to my participation in this course, whether such claims are made on my behalf, or by me or by a third party, or (ii) should any of my acknowledgements or representations in this Agreement prove to be untrue at the time they are made or subsequently. This indemnity and release includes loss, damage, or injury resulting from the negligence of Hadas Golan or her agents, employees, and representatives, and their successors and assigns.

#### **Dispute Resolution by Arbitration Only**

If I believe I have claims against Hadas Golan which are not released by the above agreements, I shall submit any and all such claims to binding arbitration in accordance with the terms of this paragraph. If my dispute or claim arises in the United States, I agree to submit it to binding arbitration in Boston, Massachusetts under the rules of the American Arbitration Association, regardless of where the claim arises. I agree that the award of the arbitrator shall be binding and may be enforced by any court of proper jurisdiction. I agree that any action I may file in a court of

law in violation of this Paragraph may be removed by Hadas Golan to arbitration and I shall not contest such removal. I agree that all disputes will be governed by Massachusetts law. I further agree that my sole remedy shall be limited to the amount of my course fee and nothing else.

# I certify that I am 18 years or older, that I have read this document carefully, and that I understand its contents.

(Signature)

Date:\_\_\_\_\_

(Printed or typed name)

A parent or guardian's signature is required below for participants under 18 years of age.

(Signature)

Date:\_\_\_\_\_

(Printed or typed name)