**PARTICIPATION AGREEMENT,**

**WAIVER AND RELEASE OF LIABILITY**

By signing my name below I acknowledge that I have carefully read this document and fully understand its terms and conditions and that this is a release and waiver of all liability with regard to any rights I may have to seek compensation in the case of any loss, damage, or injury, including death.

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date of Birth: \_\_\_ /\_\_\_\_/\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone: (\_\_\_\_\_) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

I acknowledge the ceremonies I plan to participate in as part of my religious practice, in exercise of my freedom of religion and under protections of the First Amendment of the United States laws and Constitution.

As part of these religious ceremonies, I will drink the Divine Yagé sacrament, which is a natural extract of plants native to the Amazon Basin in South America. This Divine Sacrament will be consecrated and served in religious and spiritual practice guided in ceremony.

I understand and acknowledge that no guarantee, claim or promise regarding the curing of any illness, the nature of any spiritual experience, and/or that I will receive any benefit from participating in the ceremony.

I understand that the Ceremonies in which I voluntarily choose to participate may be physically, mentally, emotionally, and/or spiritually demanding. I understand that I may experience dizziness, nausea or other physical upsets including vomiting and diarrhea. I accept full responsibility for anything that may occur including emotional disturbance, mental disorientation and any and all possible manifestations of physical, emotional and/or mental changes. I acknowledge that the risks and potential benefits of my participation have been explained to me and I freely choose to enter this process accepting full responsibility for whatever may occur, anticipated or unanticipated.

I hereby knowingly and voluntarily assume the full risks of any physical or other injury, damage or losses, either to myself or caused to others by me during any of the Ceremonies. I am freely making monetary donations to help cover part of the expenses necessary to support the continuity of these Spiritual and Religious traditions for me and for future generations.

I understand I may be physically or mentally exhausted and/or disoriented after the Ceremonies, and I acknowledge that it is my responsibility to arrange alternate transportation, if needed.

I understand that although my participation in the Ceremonies is purely voluntary, I commit to follow all the instructions given during the Ceremony. I commit to stay in the Ceremonial space until the end of the Religious service, and under no circumstances will I leave the premises, either on foot or by any vehicle before I am cleared by the ceremonial guides to do so.

By signing this Waiver and Release of Liability Agreement I understand, acknowledge, and agree to the importance of the privacy of the Ceremony, its participants, and the observations made of others during the Ceremony, and agree not to share any of this information and/or observations with anyone.

Any emotional or other process that I happen to observe in others during the Ceremony will be kept strictly confidential.

FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, I DO HEREBY DISCHARGE AND COVENANT NOT TO SUE, AND RELEASE, HOLD HARMLESS, INDEMNIFY, AND FOREVER DISCHARGE THE CERMONIAL GUIDES

ORGANIZERS, MEMBERS, EMPLOYEES, AGENTS, STAFF, AFFILIATES, REPRESENTATIVES, CONTRACTORS, SUCCESSORS, ASSIGNS, RESPECTIVE HEIRS, PERSONAL REPRESENTATIVES,

AND ALL PERSONS, FIRMS OR CORPORATIONS WHO MIGHT BE CLAIMED TO HAVE ANY LIABILITY, WHETHER OR NOT NAMED HEREIN (HEREINAFTER REFERRED TO AS “RELEASEES”), FROM ANY AND ALL LIABILITY FOR ANY LOSS, DAMAGE, EXPENSE OR INJURY, BOTH TO PERSON AND TO PROPERTY, INCLUDING DEATH, THAT I MAY SUFFER OR THAT ANY THIRD PARTY MAY SUFFER AS A RESULT OF MY PARTICIPATION OR IN ANY THIRD PARTY’S PARTICIPATION IN THE CEREMONY AND ANY OTHER RELATED ACTIVITIES, DUE TO ANY CAUSE WHATSOEVER INCLUDING NEGLIGENCE, GROSS NEGLIGENCE, BREACH OF CONTRACT, BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, AND/OR BREACH OF STANDARD OF CARE, ON THE PART OF THE RELEASEES, AND INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME OR OTHER THIRD PARTIES FROM THE RISKS, DANGERS, AND HAZARDS IN PARTICIPATION IN THE CEREMONY AND ANY OTHER RELATED ACTIVITIES. I understand that the ceremony organizers do not carry personal liability insurance that covers my participation in the Ceremony, and that I have the option to purchase such insurance.

I understand and agree that this Waiver and Release of Liability Agreement shall be binding upon my heirs, next of kin, executors, administrators, assignees, representatives, trustees, and guardians in the event of my death or incapacity.

I understand and agree that this Waiver and Release of Liability Agreement and any rights, duties, and obligations as between the parties to this Agreement shall be governed by and interpreted solely in accordance with the laws of the State of Arizona and no other jurisdiction, and any litigation involving the parties to this agreement shall be brought solely within the State of Arizona and shall be within the exclusive jurisdiction of the courts of the State of Arizona.

It is understood and agreed that this Waiver and Release of Liability Agreement is made in full and complete settlement and satisfaction of the aforesaid actions, causes of action, claims and demands and that this release contains the entire agreement between the parties. In entering this Waiver and Release of Liability Agreement I am not relying on any oral or written representations or statements made by the Releasees with respect to the Ceremonies and related activities other than what is set forth in this Waiver and Release of Liability Agreement.

I give permission to the Spiritual Guides and organizers to seek medical or other services for any injury or emotional distress.

To the best of my knowledge, I attest that I am in good physical condition and I am not aware of any physical and psychological infirmity that would place me at risk to participate in any way with the Ceremonial activities.

I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISK OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH, that may be sustained by me, or any loss or damage to property owned by me as a result of being engaged in the Ceremonial activities, no matter the cause, anticipated or unanticipated.

I agree to defend, indemnify, and hold harmless ceremony guides, and spiritual leaders, and its officers, directors, members, employees, agents, staff, affiliates, representatives, contractors, successors, assigns, respective heirs, and personal representatives from and against any loss, liability, claim, action, or demand, including without limitation reasonable legal and accounting fees, alleging or resulting from my participation in the ceremony or in any related activities.

By signing this release, I acknowledge and represent that I have carefully read this document and fully understand its terms and conditions; that I have had time to reflect upon it; that this is a release of all liability; that I sign it voluntarily; and that I am least eighteen (18) years of age and fully competent, and if I am not 18 years of age that I have signed approval below by a parent or guardian. I execute this Waiver and Release of Liability Agreement for full, adequate, and complete considerations and I fully intend to be bound by its terms.

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Signature / Dated

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Parent or Guardian / Signature Dated