

## **Waiver and Release from Liability for CHEK Practitioner Level 2 Advanced Training Program**

I understand that there are various risks to my health which may be associated with my physical participation in the CHEK Practitioner Level 2 Advanced Training Program offered by the CHEK Institute LLC, CHEK Europe LTD or CHEK Institute Australia Pty Ltd.

I understand that I may choose to view the Program and not to physically or fully participate. Moreover, I agree that neither does the CHEK Institute LLC, CHEK Europe LTD nor CHEK Institute Australia Pty Ltd, nor Paul Chek, nor any of the owners or Directors accept financial or legal liability for any injury or occurrences arising from the Program, and therefore that my participation in the Program is at my own risk.

By e-signing online, I certify that, in consideration of the opportunity to physically and fully participate in the Program:

1. I hereby assume all risks associated with the Program and do hereby fully and forever waive any and all rights I may now have or in the future acquire against the CHEK Institute LLC, CHEK Europe LTD and/or CHEK Institute Australia Pty Ltd, and/or the CHEK Institute's, CHEK Europe's or CHEK Institute Australia's employees, instructors, officers, directors, shareholders, agents, contractors, successors and all individual and affiliated members thereof, and do hereby fully and forever release, discharge and hold the CHEK Institute LLC, CHEK Europe LTD and/or CHEK Institute Australia Pty Ltd, and/or the CHEK Institute's, CHEK Europe's or CHEK Institute Australia's employees, instructors, officers, directors, shareholders, agents, contractors, successors and all individual and affiliated members thereof, harmless from and against any and all losses, damages, rights, claims, demands, liabilities, obligations, responsibilities, suits, actions or causes of action, whether liquidated or unliquidated, fixed or contingent, known and unknown, of any kind in connection or in any way associated with the Program, including without limitation, personal injury, illness death, property damage, or any other claim which I now have or may hereafter have in connection with the Program.
2. I hereby agree that this waiver and release shall be binding upon my heirs, assigns and successors in interest and shall run in favor of the CHEK Institute LLC, CHEK Europe LTD, CHEK Institute Australia Pty Ltd and their agents, instructors, employees, contractors, successors and affiliated entities.
3. I hereby certify that I am in good physical condition, and have no medical, mental, psychological or physiological illness or other health problems.

4. This Waiver shall be construed in accordance with the laws of the State of California, without regard for choice of law provisions.
5. I acknowledge that this Waiver is the complete and exclusive statement of the CHEK Institute and my agreement with respect to the subject matter of the Waiver.
6. I waive any right to make a claim against or sue the CHEK Institute LLC, CHEK Europe LTD and/or CHEK Institute Australia Pty Ltd and/or the CHEK Institute's, CHEK Europe's or CHEK Institute Australia's employees, instructors, officers, directors, shareholders, agents, contractors, successors and all individual and affiliated members thereof, for any acts of negligence, omission, inadvertence or other acts howsoever caused by the CHEK Institute in connection with the Program.

**Acceptance of Waiver**

Registering for the CHEK Practitioner Level 2 Advanced Training Program and providing my e-signature indicates I have read and fully understand this Waiver and Release from Liability and agree to be bound by its terms. If participant is under 18 years of age, consent must be given by parent or legal guardian.

Note: Pursuant to the Electronic signatures in Global and National Commerce Act ("E-Signature Act"), enacted by Congress on June 30th, 2000, e-signatures are legally-binding in the court of law.

*Updated April 18<sup>th</sup> 2019*