

Quantum Magic Informed Consent, Assumption of Risk, Release of Liability, and Hold Harmless Agreement for Sessions, Classes & Events

This Agreement is entered into by the undersigned participant (*Participant*) and Jeffrey M. Smith and Claiming Your Magic, LLC (collectively, *Provider*). This Agreement applies to Participant's participation in any and all Quantum Magic sessions (including individual and group sessions), classes, and events offered or facilitated by Provider (collectively, the *Activities*).

1. Nature of Services; No Medical or Mental Health Care

1. Participant understands that Provider offers holistic and non-traditional complementary interventions described as Quantum Magic intended to promote health and wellness.
2. Participant understands and agrees that Provider does not diagnose, treat, cure, prevent, or assess any disease, disorder, or condition, and does not prescribe medication.
3. Participant understands and agrees that the Activities are not a substitute for medical interventions, body therapy, or psychotherapy, and that it is recommended Participant concurrently work with Participant's primary healthcare provider for any condition Participant may have.

2. Voluntary Participation; Right to Stop

Participant's participation is voluntary. Participant may decline any exercise, process, or instruction and may stop participation at any time.

3. Informed Consent and Acknowledgment of Risks

Participant understands that informed consent includes understanding material risks involved in participating and in declining or discontinuing participation, and Participant has had the opportunity to ask questions before participating.

Participant recognizes there are inherent and potential risks associated with Quantum Magic, and with alternative energy healing generally, including but not limited to:

- Emotional or psychological discomfort
- Intensification of existing emotions
- Physical sensations or discomfort
- Release of stored emotions

Participant understands that experiences may occur during an Activity or after it has concluded, which may be unanticipated, and may be unfamiliar or strange to Participant's understanding and experience.

4. Participant Responsibility and Representations

1. Participant understands that any action taken by Participant as a result of information received through the Activities is Participant's responsibility.
2. Participant represents that Participant is able to make an informed and voluntary decision to participate and to accept the risks described in this Agreement.

5. Release of Liability; Waiver; Covenant Not to Sue

1. **Release.** Participant releases and forever discharges Provider from any and all claims, demands, causes of action, damages, losses, liabilities, and expenses of any kind arising out of or related to Participant's participation in the Activities, including claims based on the ordinary negligence of Provider
2. **Covenant Not to Sue.** Participant agrees not to sue or commence any action against Provider for any claim released under this Agreement.
3. **Scope of Release.** This release applies to claims for personal injury, emotional distress, property damage, and any other loss allegedly arising from participation in the Activities, whether occurring during or after an Activity.
4. **No Release for Intentional Misconduct.** Nothing in this Agreement is intended to release claims arising from Provider's intentional misconduct.

6. Hold Harmless and Indemnity

1. Participant agrees to hold Provider harmless from and against third-party claims arising from Participant's acts or omissions in connection with the Activities.
2. Participant further agrees to hold Provider harmless for any intended or unintended result of Participant's participation in the Activities, consistent with the understanding that outcomes are not guaranteed.

7. Medical Emergencies

1. Participant understands Provider is not responsible for providing medical care.
2. If Participant experiences distress or believes Participant needs medical or mental health assistance, Participant agrees to seek appropriate professional assistance.

8 . Electronic Acceptance.

This Agreement may be accepted electronically, including by checking a box, typing a name, or otherwise indicating assent. Participant's acceptance and/or participation in the Activities constitutes a binding agreement. No signature by Provider is required.

9 . Acknowledgment and Signature

1. Participant acknowledges that Participant has read this Agreement, understands it, and signs it voluntarily.
2. Participant understands that releases of liability are interpreted strictly and must clearly express the intent to release negligence liability, and Participant intends this Agreement to do so.
3. Participant understands that acceptance of this Agreement is a condition of participating in the Activities and that such acceptance may be provided electronically.

10 Choice of Law and Forum

This agreement shall be governed by and construed under the laws of California, with venue in Marin County.