

ASSUMPTION OF RISKS WAIVER AND RELEASE OF CLAIMS INDEMNITY AGREEMENT

WARNING: BY SIGNING THIS DOCUMENT YOU GIVE UP YOUR RIGHT TO SUE

Participation in the use of the The Energy Enhancement System Technology (the “EESystem”) carries a risk of detoxification symptoms such as body aches, headaches, and dehydration which can lead to serious health complications as outlined below, or aggravation of pre-existing medical conditions. The EESystem is not intended to diagnose, treat, cure, or prevent any disease. No guarantees expressed or implied are made about the use of the EESystem. Results may vary between individuals. Information and statements made are for educational purposes only and are not intended to replace the advice of your doctor. Medical advice must be obtained from a qualified health care practitioner. The EESystem does not dispense medical advice, prescribe treatments, or diagnose illness. The information provided by Luminescence Healing Inc. (“Luminescence”) regarding the EESystem is not a substitute for conventional medical service.

IN CONSIDERATION OF LUMINESCENCE ALLOWING INDIVIDUALS TO PARTICIPATE IN THE USE OF THE ENERGY ENHANCEMENT SYSTEM TECHNOLOGY I AGREE ON BEHALF OF MYSELF, MY HEIRS, ASSIGNS, PERSONAL REPRESENTATIVES AND NEXT OF KIN THAT:

1. **I UNDERSTAND** the nature of the EESystem and what it entails.
2. **I UNDERSTAND** the EESystem is not intended to diagnose, treat, cure, or prevent any disease.
3. **I UNDERSTAND** that my use of the EESystem may take place over multiple days, which may or may not be consecutive, and that this indemnity agreement and waiver applies to all days in which I use the EESystem.
4. **I UNDERSTAND** that there are many known and unknown dangers and risks associated with participation in the use of the EESystem, including but not limited to the risks of personal injury, and property losses or other losses.
5. **I REPRESENT** that I am at least 19 years of age, am physically, emotionally and mentally able to use the EESystem, and that my attire and my personal state of health is safe and suitable for use of the EESystem.
6. I am aware that I may experience detoxification symptoms. I take full responsibility for drinking more water, taking sea salt baths, as well as other measures, as recommended by Luminescence and the EESystem.
7. I am aware that if I am a diabetic I must monitor my blood sugar as use of the EESystem Technology may lower the requirement of insulin following a session.
8. I am aware that if I:
 1. have high blood pressure;
 2. am taking blood pressure medication including, among other things, blood thinners;
or
 3. if I am taking any other heart medication;

I should consider consulting a health care professional before using the EESystem.

9. If I agree to the recording of my experiences in connection with EESystem technology (the "Recordings"). I acknowledge that Luminescence is, and will be, the sole owner of all rights in and to the Recordings.
10. **I ASSUME AND ACCEPT, WITHOUT LIMITATION, ALL RISKS AND DANGERS**, including unforeseen risks and dangers, associated with my use of the EESystem, **including but not limited to the risks of personal injury, death, and property losses or other losses.**
11. **I ACCEPT** full responsibility to follow the Luminescence policies and procedures associated with my use of the EESystem.
12. **I WILL** promptly notify Luminescence if I observe any hazard or unsafe condition, or if there is any change in my physical, mental, or emotional state which affects my ability to safely use the EESystem.
13. **I ACCEPT** that if I do not follow all policies and procedures of the treatments provided by Luminescence, their employees, officers, partners, agents, representatives, heirs, or assigns (collectively, "Luminescence Team") I may not be permitted to use the EESystem, or I may be required to discontinue or withdraw from the use of the EESystem.
14. **I WILL** remove myself from the use of the EESystem, as safely and quickly as possible, if my continued use of the EESystem would be unsafe for myself, or any other person, or if Luminescence requests that I do so.
15. **I RELEASE, WAIVE AND FULLY DISCHARGE** Luminescence and the Luminescence Team and any other person, organization or entity involved in the Activities from any and all claims, demands, obligations and liabilities of any kind or nature, whatsoever, including **NEGLIGENCE, GROSS NEGLIGENCE, BREACH OF CONTRACT, BREACH OF STATUTORY DUTY OR OTHER DUTY ON THE PART OF LUMINESCENCE, OTHER PARTICIPANTS, OR ANY OTHER PARTY**, arising in relation to or as a consequence of my use of the EESystem, and I accept that this release covers and includes any claims, demands, obligations and liabilities arising in relation to any loss, injury, death, property damage or any other risk whatsoever, caused by or attributable to any hazard of the EESystem, regardless of whether that hazard was unknown or unforeseen.
16. **I WILL INDEMNIFY AND HOLD HARMLESS** Luminescence and the Luminescence Team from any damage, loss, liability, legal costs, or other expenses that it may suffer or incur by reason of any claim against it arising from or connected, directly or indirectly, with my use of the EESystem, including any claim based on **NEGLIGENCE, GROSS NEGLIGENCE, BREACH OF CONTRACT, BREACH OF STATUTORY DUTY OR OTHER DUTY, ON THE PART OF LUMINESCENCE, OTHER PARTICIPANTS, OR ANY OTHER PARTY.**
17. **I ACCEPT ALL LIABILITY** for any claim, cause of action, or judgment brought against Luminescence, and for any claim, cause of action, or judgment brought by a third party against Luminescence, where that claim, cause of action, or judgment has been brought as a result of, or in connection with, my participation in use of the EESystem.
18. I HAVE READ THIS DOCUMENT THOROUGHLY AND I UNDERSTAND THAT BY SIGNING IT I WILL WAIVE AND GIVE UP IMPORTANT LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

I have been afforded a full and unconstrained opportunity to withdraw from the use of the EESystem, should I not wish to assume all of the dangers and risks associated with it, **but I**

have freely and voluntarily elected to assume all of these dangers and risks and to give up important legal rights as set out in this document, so that I may use the EESystem.

I UNDERSTAND THAT LUMINESCENCE IS RELYING ON MY FULL RELEASE AND WAIVER OF ALL CLAIMS WHEN ACCEPTING MY PARTICIPATION IN THE USE OF THE ENERGY ENHANCEMENT SYSTEM TECHNOLOGY.

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_____)	
Participant Signature)	
)	
)	_____
)	Witness Signature
Name)	
)	
)	_____
)	Witness Name
)	
_____)	
Address)	

I agree to use electronic signatures