## **OBOC AMSTERDAM 2019 WAIVER AND RELEASE OF LIABILITY**

In consideration of being allowed to participate in the 2019 Amsterdam One Body, One Career Countertechnique Intensive (hereinafter, "OBOC"), a program operated exclusively by Henny Jurriens Studio, a corporation formed under the laws of The Netherlands, and Stichting A3ana, a corporation formed under the laws of The Netherlands, (hereinafter, "the Organisers"), I hereby, acknowledge and agree to the following:

- 1. I certify that I am free from all illnesses and injuries and I am physically fit and able to participate in the OBOC and I have not been advised otherwise by a medical professional.
- 2. I agree to comply with any and all rules, regulations, terms and conditions for participation in OBOC and I understand that I can minimize my risk of injury through the exercise of common sense and by being aware of my surroundings. If while participating in OBOC, I observe any unusual hazard, which I believe jeopardizes my personal safety or that of others, I will remove myself from the hazard and immediately bring said hazard to the attention of the Organisers.
- 3. I acknowledge and fully understand that I will be engaging in activities that involve risk of serious injury, including permanent disability or death and I freely and voluntarily engage in these activities. These risks include, but are not limited to, those caused by: (a) the actions, inactions or negligence of the Organisers or OBOC, its affiliates, administrators, directors and advisory board members, officers, employees, personnel, agents and representatives, students, faculty, participants, volunteers and spectators; and (b) conditions of the premises or equipment used; I further acknowledge and fully understand that there may also be other risks that are not known or foreseeable at this time. I knowingly and voluntarily assume all such risks, even if arising from the negligence of the Organisers, the persons or entities referred to in clause (a) of this section 3 or others, and I assume full responsibility and liability for my participation.

For purposes of this Waiver and Release of Liability, the term "Affiliate" shall mean any entity that, directly or indirectly through one or more persons or entities, controls, is controlled by, or is under common control with the Organisers. For purposes of this Waiver and Release of Liability, the term "Affiliate" additionally includes but is not limited to the Countertechnique organisation and any of its executives, faculty, board and staff. "Control" shall mean the power to direct the management and policies of such entity, whether through the ownership of voting securities, by contract or otherwise.

- 4. I, on behalf of myself, my heirs, executors, administrators and assigns, hereby waive, release, discharge, and covenant not to sue, the Organisers, its affiliates, administrators, directors and advisory board members, officers, employees, personnel, agents and representatives, successors, assigns, students, faculty, participants, volunteers and spectators (collectively the "Releasees"), from any and all claims, demands, actions and causes of action whatsoever arising out of or in connection with any damages, injuries, including death, losses, liabilities and expenses which I may have or which may subsequently accrue to me, relating to, resulting from or arising out of my participation in OBOC. I agree to indemnify, defend and hold the Releasees harmless from and against any and all claims, demands, actions, causes of action whatsoever arising out of or in connection with any damages, injuries, including death, losses, liabilities and expenses (including attorneys' fees) relating to, resulting from or arising out of my participation in OBOC.
- 5. If any controversy or claim arising out of or relating to my participation in OBOC, including but not limited to any matter arising out of or relating to this Waiver and Release of Liability or its breach and/or my participation in OBOC, cannot be resolved through good faith negotiations within 30 days of notice of a dispute having been served on one of the parties, I agree that the controversy or claim, including the scope and applicability of this Waiver and Release of Liability, shall to the fullest extent permitted by law be settled by arbitration. A notice of dispute shall include a summary of the facts giving rise to the dispute, the remedies sought, and an estimate of the damages claimed, if any. Any notice served against the Organisers or any individual identified in clause 3(a) above shall be delivered to

HJS Chasséstraat 64, 1057 JJ Amsterdam, Netherlands.

- 6. I understand that the OBOC program may be photographed and/or recorded and I give permission for the Organisers, its successors and assigns to use my voice, image and likeness in any media or promotional materials relating to my performance in or observation of the OBOC program, including, without limitation, video and audio recording of such program, without compensation to, or right of review and/or approval by, me or my heirs, executors, administrators and assigns.
- 7. I understand that neither the Organisers nor the persons or entities referred to in Section 3(a) above, are responsible for personal property that is lost, damaged or stolen while I am participating in OBOC.
- 8. I consent to have emergency medical treatment that may be deemed advisable in the event of injury, accident and/or illness during or as a result of my participation in OBOC. In that event, I agree to pay (or cause my insurance carrier to pay, if applicable) the costs associated with such emergency medical treatment and transportation, if necessary. I release and indemnify the Organisers, the persons or entities referred to in Section 3(a) above and all persons participating in any such medical treatment from all responsibility for any such actions.
- 9. I intend that this Waiver and Release of Liability shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law. This Waiver and Release of Liability shall be governed by and construed under the laws of the Netherlands, without application of any conflict of laws principles. If any portion of this Waiver and Release of Liability is held to be invalid by a court of law, then I agree and intend that all the remainder shall, notwithstanding, continue in full force and effect.
- 10. I AGREE THAT I HAVE CAREFULLY READ AND UNDERSTAND THIS WAIVER, AND RELEASE OF LIABILITY, THAT I AM OVER THE AGE OF 18, THAT I AM SIGNING THIS WAIVER AND RELEASE OF LIABILITY VOLUNTARILY AND UNDER NO DURESS OR THREAT OF DURESS AND I INTEND FOR IT TO BE LEGALLY BINDING. I AM AWARE THAT BY SIGNING THIS WAIVER AND RELEASE OF LIABILITY, I MAY BE WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

Signed:	_ Date:
Printed Full Name:	
Date of Birth:	

This Waiver and Release of Liability, shall be executed prior to your participation in OBOC.

If you have any questions regarding this Waiver and Release of Liability, please contact Gary Feingold at feingold@hjs.amsterdam or Jerry Remkes at jerry@countertechnique.com.