

## RELEASE OF LIABILITY AND WAIVER OF CLAIMS

I acknowledge and agree that I am voluntarily choosing to participate in a breathwork session with Dan Ugelow that involves rapid breathing, meditation, and other techniques intended to relieve stress (the "Activity"). In consideration of being permitted to participate in the Activity and in recognition of Dan Ugelow's reliance hereon, I hereby agree to the terms of this Release of Liability and Waiver of Claims (the "Release").

I AM AWARE AND UNDERSTAND THAT THE ACTIVITY IS POTENTIALLY DANGEROUS AND INVOLVES THE RISK OF PERSONAL OR PSYCHOLOGICAL INJURY, PAIN, SUFFERING, TEMPORARY OR PERMANENT DISABILITY, DEATH, PROPERTY DAMAGE, FINANCIAL LOSS, AND OTHER RISKS. I ACKNOWLEDGE THAT ANY INJURIES THAT I SUSTAIN MAY RESULT FROM OR BE COMPOUNDED BY PREEXISTING CONDITIONS AND THE ACTIONS, OMISSIONS, OR NEGLIGENCE DAN UGELOW, INCLUDING NEGLIGENT EMERGENCY RESPONSE OR RESCUE OPERATIONS OF DAN UGELOW. NOTWITHSTANDING THE RISK, I ACKNOWLEDGE THAT I AM KNOWINGLY AND VOLUNTARILY PARTICIPATING IN THE ACTIVITY WITH AN EXPRESS UNDERSTANDING OF THE DANGER INVOLVED AND HEREBY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY, DISABILITY, DEATH, AND/OR PROPERTY DAMAGE ARISING FROM THE ACTIVITY, WHETHER CAUSED BY THE ORDINARY NEGLIGENCE OF DAN UGELOW OR OTHERWISE.

I hereby expressly waive and release any and all claims, now known or hereafter known, against Dan Ugelow attributable to my participation in the Activity, whether arising out of the ordinary negligence of Dan Ugelow or otherwise. I covenant not to make or bring any such claim against Dan Ugelow, and forever release and discharge Dan Ugelow from liability under such claims. This Release does not extend to claims for gross negligence, willful misconduct, or any other liabilities that Vermont law does not permit to be released by agreement. I hereby consent to receive medical treatment deemed necessary if I am injured or require medical attention during my participation in the Activity. I understand and agree that I am solely responsible for all costs related to such medical treatment and any related medical transportation and/or evacuation. I hereby release, forever discharge, and hold harmless Dan Ugelow from any claim based on such treatment or other medical services.

This Release shall be binding upon and enforceable against me, my personal representatives, spouse, successors and assigns, heirs, and next of kin without limitation. It is my desire and intent that the words, terms, provisions, covenants, and remedies contained in this Release shall be enforceable to the fullest extent permitted

by applicable laws, ordinances, statutes, rules, and regulations ("Applicable Law"). If any portion of this Release is held invalid, the remainder shall not be affected and shall continue in full legal force and effect. That shall include modifying the Release to allow any remaining claims to be waived, and released in the event that the inclusion of any particular provision is found to be invalid or contrary to public policy. The terms of this Release shall continue from this date forever. This document constitutes the entire agreement between Dan Ugelow and me and supersedes any previous or contemporaneous discussions or agreements between us in respect of these matters. All matters arising out of or relating to this Release shall be governed by and construed in accordance with the internal laws of the State of Vermont without giving effect to any choice or conflict of law provision or rule (whether of the State of Vermont or any other jurisdiction). I specifically acknowledge and agree that this document is not intended to be a general release subject to limitations and conditions that would otherwise apply under Applicable Law, and additionally agree to WAIVE ANY AND ALL GENERAL RELEASE LIMITATIONS PROVIDED BY APPLICABLE LAW OR ANY RIGHTS GRANTED TO ME UNDER APPLICABLE LAW. This Release shall be construed and interpreted as broadly as possible under Applicable Law.