

# **Informed Consent and Liability Waiver for Nature Based Services**

**Client** \_\_\_\_\_ **(Please Print)**

The named Client above (hereinafter referred to as the "Participant") hereby acknowledges and agrees to release, discharge, and hold harmless The One Center, LLC, Dr. Butterfield, its agents, representatives, employees, and affiliates, from any and all claims, demands, causes of action, liabilities, damages, costs, and expenses (including attorneys' fees) arising out of or relating to any injury, loss, or damage, whether physical, emotional, or financial, incurred by the Participant or any other party associated with the Participant, as a result of participating in any activities, programs, or services provided by or at The One Center, LLC. The Participant, on behalf of themselves, their spouse, children, parents, heirs, assigns, personal representative, and estate, hereby agrees as follows:

## **A. Acknowledgement of Risks**

The Participant acknowledges that participating in outdoor activities in natural areas entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to the Participant, property, or third parties. The Participant understands that such risks cannot be eliminated without jeopardizing the essential qualities of the activity. These risks include, but are not limited to, slipping and falling, falling objects, water hazards, exhaustion, exposure to temperature and weather extremes, exposure to potentially dangerous wild animals, insect bites, hazardous plant life, accidents or illness in remote places without medical facilities, consumption of food or drink, equipment failure, improper lifting or carrying, and the Participant's own physical condition and exertion associated with the activity. In the event the Participant engages in sea kayaking, the Participant acknowledges that sea kayaking is a potentially hazardous activity that involves a degree of risk to the participant and to others with whom they may come into contact. The Participant understands that the risks include, but are not limited to, capsizing or swamping, being struck by paddles or boat hulls, entrapment or pinning under capsized boats, collision with rocks, docks, pilings, and other boats, exposure to cold water resulting in hypothermia, and drowning. The Participant also agrees to properly wear a personal flotation device, stay with the group, and follow instructions provided by the group leader to ensure safety. In the event the participant engages in a sound healing session, the participant acknowledges that Sound Healing may induce states of relaxation, mildly altered states of consciousness, and changes in the energetic field. The Participant further understands that while the risk for injury or discomfort is very low, it cannot be entirely eliminated. In the event that the Participant experiences any pain or discomfort during a session caused by the sound, the Participant agrees to immediately remove themselves from the sounds. The Participant acknowledges that there are no overt contraindications associated with Sound Healing, but if they have any sensitivity or injury of the ear, epilepsy/seizure disorder, migraine headaches, or metal in their body, they agree to inform an Agent of The ONE Center, LLC prior to participating in the workshop. The Participant acknowledges and understands that Sound Healing is not a substitute for medical attention, examination by a medical professional, diagnosis, and/or treatment. The Participant affirms that they alone are responsible for their participation in Sound Healing.

## **B. Assumption of Responsibility**

The Participant agrees and promises to accept responsibility for their own safety and well-being during the event at The One Center, LLC. The Participant assumes all risks existing in this activity and acknowledges that their participation is purely voluntary. The Participant may choose not to participate in any part of the activity if they feel it is unsafe or for any other reason.

## **C. Release and Indemnification**

The Participant voluntarily releases, forever discharges, and agrees to indemnify and hold harmless The One Center, LLC, Dr. Butterfield, and all other persons or entities acting in any capacity on their behalf, from any and all claims, demands, or causes of action, whether in contract, tort, or otherwise, which are in any way connected with the Participant's participation in this activity or their use of One Center equipment or facilities. This release includes claims that allege negligent acts or omissions of The One Center, LLC.

#### **D. Medical Condition Disclosure**

If the Participant has a medical or health conditions, including allergies, that they believe The One Center representatives should be aware of, the Participant agrees to disclose such conditions to a The One Center representative prior to the start of the event. The Participant understands that failure to disclose any relevant medical or health conditions may increase the risks associated with participating in the event and may affect the ability of The One Center, LLC to provide appropriate assistance or accommodations.

#### **E. Attorney's Fees and Costs**

Should The One Center, LLC, Dr. Brenda S. Butterfield, and all other persons or entities acting in any capacity on their behalf incur attorney's fees and costs to enforce this agreement, the Participant agrees to indemnify and hold them harmless for all such fees and costs.

#### **F. Adequate Insurance and Assumption of Risk**

The Participant certifies that they have adequate insurance to cover any injury or damage they may cause or suffer while participating in the event. If the Participant does not have adequate insurance, they agree to bear the costs of such injury or damage themselves. The Participant further certifies that they are willing to assume the risk of any medical or physical condition they may have.

#### **G. Venue**

In the event that the Participant files a lawsuit against Dr. Brenda S. Butterfield, The One Center, LLC, or any other persons or entities acting on their behalf, the Participant agrees to do so solely in the State of Washington. The Participant further agrees that the substantive law of that state shall apply to that action without regard to its conflict of law rules. If any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

#### **H. Acknowledgement of the Liability Waiver**

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this event, I may be found by a court of law to have waived my right to maintain a lawsuit against Dr. Butterfield, The ONE, LLC and all other persons or entities acting in any capacity on their behalf on the basis of any claim from which I have released them herein. I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

#### **I. Informed Consent for Nature Based Therapy**

I have requested to participate in nature based therapeutic activities with Dr. Brenda S. Butterfield, EdD, MSW, LMHC outside of a clinical office setting ("Nature Based Activities"). I understand that this request may be granted if my clinician determines that Nature Based Activities are clinically appropriate for me. I recognize limitations to confidentiality that are inherent to my participation in Nature Based Activities and that my clinician cannot guarantee confidentiality in this setting. At times, the presence of third parties in the immediate environment may restrict the topics we are able to address during Nature Based Activities. I recognize that Nature Based Activities may involve strenuous physical activity including, but not limited to, cardiovascular activity. I hereby affirm that I am in sufficient physical condition to safely participate in this activity, and I do not have any medical condition which would prevent or limit my participation in this activity. I agree to seek appropriate individual medical advice from my primary care physician prior to engaging in this activity. I understand that at any point I may choose not to participate in Nature Based Activities a

**BY SIGNING THIS DOCUMENT "I AGREE TO: ONE CENTER WAIVER OF LIABILITY AGREEMENT." I HEREBY ACKNOWLEDGE THAT I HAVE READ, UNDERSTOOD, AND AGREED TO ALL OF THE TERMS AND CONDITIONS SET FORTH ABOVE.**

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature