

ACTIVITY WAIVER

WAIVER OF CLAIMS, EXPRESS ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

Please read and be certain you understand the implications of signing.

As part of Reintegration therapy, the parties may participate in activities such as dining, playing games, playing in parks, playing at trampoline parks, hiking, or other physical activities with or without Dr. Tonkins present. I understand that by agreeing to participate in an activity, I am waiving all claims against Dr. Tonkins related to participation in the activity. I hereby affirm, acknowledge, and declare that I am aware of the inherent hazards and risks associated with participation in activities, including but not limited to the trampoline park, public or private parks, hiking, or any other public activity. I further affirm and acknowledge that activities like using the trampoline/climbing apparatus or other areas at a trampoline park or activities like hiking include a risk of injury and illness, potentially up to and including paralysis and death. Though very rare, I understand that such conditions are, therefore, also an inherent risk of participating in activities. As such, this hold harmless agreement includes claims against Dr. Tonkins and claims based on the actions of third party participants, such as claims and injuries arising from the acts of others in at parks or trampoline parks. Dr. Tonkins is also not responsible for injuries occurring during transportation to or from activities. Parties are expected to maintain their own automobile insurance and comply with any applicable laws and regulations.

NO CONFIDENTIALITY

I understand that Reintegration therapy is not psychotherapy, and that confidentiality does not apply to my participation in Reintegration therapy or related activities.

CONSENT TO BE PHOTOGRAPHED AND VIDEO RECORDED

From time to time, Dr. Tonkins may take photographs/video footage of participants in activities. These photographs/video footage may be used in sessions and/or reports of Dr. Tonkins submitted to the Court, or for any purpose related to Reintegration therapy. By signing this agreement, I irrevocably consent and authorize Dr. Tonkins to record, film, videotape, photograph, and to use these for any and all purposes related to Reintegration therapy including reporting to the Court.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of participation in Reintegration therapy and related activities as described above, I hereby agree as follows:

1. To waive and release any and all claims based upon negligence, active or passive, with the exception of intentional, wanton, or willful misconduct that I may have in the future against the following named persons or entities: Dr. Sue Tonkins, herein referred to as Releasees.

2. To release the Releasees, its officers, directors, employees, representatives, agents, and volunteers, vehicles and vessels from liability and responsibility whatsoever and for any claims or causes of action that I, my estate, heirs, executors, or assigns may have for personal injury, property damage, or wrongful death arising from the above activities whether caused by active or passive negligence of the releasees or otherwise, with the exception of gross negligence. By executing this document, I agree to hold the releasees harmless and indemnify them in conjunction with any injury or loss of life that may occur as a result of engaging in activities related to integration therapy.

3. By entering into this Agreement, I am not relying on any oral or written representation or statements made by the Releasees, other than what is set forth in this Agreement.

4. I agree to hold Releasees harmless from any and all claims, including economic or non-economic damages including but not limited to personal injuries, medical damages, lost earnings, emotional distress, damage to personal property, attorney's fees, which may occur as a result of participation in integration therapy or activities, including travel to, from and during activities. This hold harmless agreement includes claims based on actions of third party participants.

The undersigned affirms and declares that the undersigned is either 18 years or older, or is authorized to be signing on behalf of the undersigned's minor child. The undersigned understands the legal consequences of signing this document, including (a) releasing Releasees from all liability, and (b) assuming all risks of participating in integration therapy and related activities, including travel to and from and participating in integration therapy and related activities.

By signing below the undersigned warrants the undersigned has the legal capacity to sign this document. Where signing on behalf of a minor, the undersigned warrants the undersigned has the legal capacity to sign on behalf of the minor, either as parent or legal guardian. The undersigned further understands that this document is written to be as broad and inclusive as legally permitted by the State of California. If any portion is held invalid or unenforceable, the undersigned will continue to be bound by the remaining terms.

I have read this document and am signing it freely. No other representations concerning the legal effect of this document have been made.

HAVING READ AND UNDERSTOOD THE ABOVE DECLARATIONS, RELEASE, WAIVER AND AGREEMENT, I AGREE TO BE BOUND BY THEM.

RESPONDENT NAME

SIGNATURE OF RESPONDENT NAME (OR OF PARENT/LEGAL GUARDIAN IF SIGNING ON BEHALF OF A MINOR)

DATE OF SIGNATURE

PETITIONER NAME:

SIGNATURE OF PETITIONER NAME (OR OF PARENT/LEGAL GUARDIAN IF SIGNING
ON BEHALF OF A MINOR)

DATE OF SIGNATURE