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## INFORMED CONSENT

### Hypnosis

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This consent form (the “**Consent**”) BETWEEN:

**Víctor Guzmán**, (the “**Owner**”) an individual operating a sole proprietorship known as “SOUL SERVICES”, offering hypnosis, Reiki, and ancillary services (the “**Services**”);

- AND –

Client Legal Name: \_\_\_\_\_ (the “**Client**”)

Client Phone Number: \_\_\_\_\_

Client Address: \_\_\_\_\_

Client Email Address: \_\_\_\_\_

(Collectively, the “**Parties**”)

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#### **BACKGROUND:**

1. The Owner operates a business providing the Services. The Owner will not provide the Services to the Client unless they agree to the terms and conditions of this Consent;
2. The Client wishes to receive the Services from the Owner and has reviewed, understands, and agrees to the term of this Consent;

In consideration of the Services, the mutual promises, covenants, and other valuable consideration exchanged by the Parties (the receipt and sufficiency of which are hereby acknowledged), the Owner and Client hereby agree as follows:

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#### **1. WHAT IS HYPNOSIS?**

Hypnosis is a state of focused attention and heightened suggestibility that allows for increased receptivity to positive suggestions. It is a therapeutic technique used to assist individuals in accessing their subconscious mind and making positive changes in their thoughts, feelings, and behaviors.

During a hypnosis session, SOUL SERVICES, will guide you into a relaxed state of mind. This relaxed state is often achieved through deep breathing exercises, progressive muscle relaxation, and soothing verbal guidance. Once in this state, your conscious mind becomes more relaxed and your subconscious mind becomes more receptive to positive suggestions and imagery.

It is important to note that hypnosis is a cooperative process and requires your active participation and consent. You will remain aware of your surroundings and will not lose control or be compelled to do anything against your will. Despite common misconceptions, you cannot be forced to disclose personal information or engage in actions that go against your values or beliefs while under hypnosis.

Hypnosis is commonly used to address a variety of concerns such as managing stress, overcoming fears and phobias, improving self-confidence, reducing pain, enhancing motivation, and supporting behavior change. The specific goals and techniques of the hypnosis session will be discussed and agreed upon between you and SOUL SERVICES before beginning the process.

It is important to remember that hypnosis may not be suitable for everyone and results may vary. While many individuals experience positive outcomes, the effectiveness of hypnosis depends on factors such as individual responsiveness, motivation, and active participation in the process.

## 2. RECORDINGS AND PRIVACY

- 2.1. Service sessions may be recorded by SOUL SERVICES as audio and/or video recordings (the “**Recordings**”). Client consents to the Recordings. Soul Services will provide any and all Client recordings to Client upon written request from Client.
- 2.2. Throughout their engagement, both SOUL SERVICES and Client may obtain certain proprietary and confidential information about the other party, including without limitation, the Recordings, personal information, hypnosis techniques, pricing information, contract terms, as well as the confidential information of third parties that the Client has possession of or control over (collectively, “**Confidential Information**”).
- 2.3. Both Parties agree that they will not in any way use, store, divulge, disclose, furnish or otherwise make accessible to any person or entity, either during the Term of this Agreement or at all times thereafter, any Confidential Information except as and to the extent required to perform the Services and always in accordance with applicable laws, including those relating to privacy and the protection of personal health information.
- 2.4. **Publication.** In the event Client wishes to disclose its relationship with SOUL SERVICES, or any Recordings or content relating to the Services to third parties, including social media, Client agrees it shall first receive written authorization from SOUL SERVICES, which authorization may be revoked in SOUL SERVICES’ sole discretion.

## 3. LIABILITY.

- 3.1. Client shall defend, fully indemnify, save, and hold harmless SOUL SERVICES, and their respective directors, officers, employees, contractors, agents and affiliates, from and against any and all fees, claims, damages, losses, costs, expenses, fines, penalties, demands, suits, actions, or liability of any kind whatsoever arising from or relating in any way to:
  - 3.1.1. The Services;
  - 3.1.2. The Recordings;
  - 3.1.3. Damages to SOUL SERVICES, or a third party, whether such damages relate to the Services, Recordings, negligence, or the Client’s breach of any of the terms of this Consent;
  - 3.1.4. Any injury to the Client or third party for any reason whatsoever connected to the Services, Recordings, or otherwise; and
  - 3.1.5. Any costs incurred by SOUL SERVICES or third party arising from the Services.
- 3.2. Client agrees that SOUL SERVICES shall not defend, indemnify and hold the Client harmless from any claims, losses, expenses or actions arising from any injury to SOUL SERVICES, or their property, agents, or any other third party resulting from the Services, Recordings, or any other negligent or intentional act or omission of the Client.

## 4. CLIENT HEALTH DISCLOSURE

- 4.1. SOUL SERVICES is not a licensed physician or health care provider. It does not provide medical diagnosis. Client shall disclose any medical conditions he/she/they may have which may affect the quality of the Services including but not limited to drug use, personality disorder, such as Borderline, major psychiatric disorder such as Schizophrenia. Such disclosure shall occur prior to any Service session.
- 4.2. In the event SOUL SERVICES becomes aware that:
  - 4.2.1. Client is in imminent danger of harming themselves;
  - 4.2.2. There is a significant risk of serious bodily harm to a person or group of persons; or
  - 4.2.3. Client and/or a third party is abusing a minor and/or a vulnerable adult;

SOUL SERVICES may be required to disclose this information to relevant authorities and/or third parties.

5. **CLIENT ACKNOWLEDGEMENT**

5.1. By signing this consent form, you acknowledge that:

5.1.1. you have been provided with information about hypnosis, its intended benefits, and any potential risks or limitations;

5.1.2. hypnosis is a complementary therapy and is not a substitute for medical or psychological treatment.

5.1.3. you give your voluntary consent to participate in hypnosis sessions and understand that you can terminate the session at any time if you feel uncomfortable or have any concerns;

5.1.4. have read and understand the contents of this Consent and have been given the full opportunity to discuss the implications of this Consent, including the opportunity to obtain independent legal and/or medical advice;

5.1.5. your decision to sign this Consent is based on your own free will and not based upon representations or advice of Soul Services; and

5.1.6. Soul Services and Owner are relying on this Consent to render the Services for the Client, and that Soul Services would *not* render the Services for the Client if they did not agree to the terms of this Consent.

5.2. **General.** This Consent shall be governed by Ontario law. Client cannot assign or transfer this Consent. If any court determines that any provision in this Consent is invalid, illegal or unenforceable, the remaining provisions of this Consent will not in any way be affected or impaired thereby. Any ambiguities in this Consent will not be interpreted against Soul Services. This Consent will enure to the benefit of and be binding upon all of the parties hereto and their respective successors and permitted assigns. Time is of the essence of this Consent. By signing below, Parties consent and agree to the use of electronic signature pursuant to the *Electronic Commerce Act 2000*, S.O. 2000, c17 as amended from time to time.

<b>SOUL SERVICES</b>	<b>Client</b>
Signature: _____	Signature: _____
Print Name: Víctor Guzmán	Print Name:
Date signed:	Date signed: