

# Disclosure and Disclaimer Regarding Hypnotherapy Services

By my signature below, as the “Client” (and if applicable “Guardian”), I represent that I have read and understood and agree to the following:

**HYPNOTHERAPY WITH SOO** and its agents, employees and contractors, including without limitation Soonaina Williams (collectively, “Provider”) ARE NEITHER TRAINED, MENTAL HEALTH PROVIDERS NOR MEDICAL PRACTITIONERS. The client should consult the advice of his or her physician or another professional medical practitioner before considering the services provided by Provider, which may include hypnotherapy, Rapid Transformational Therapy™ (RTT™) and other services and treatment (collectively, “Services”). **THE SERVICES ARE NOT INTENDED TO REPLACE MEDICAL TREATMENT.**

Under California Business & Professions Code, Section 2908, the Services are not to be construed as and Provider is not and will not provide medical or mental health therapy for emotional or mental disorders. Provider’s techniques, hypnotic or otherwise, serve strictly as avocational or vocational self-improvement and do not offer therapy for emotional or mental disorders.

The provider does not offer the services or treatment of a licensed physician, psychologist or psychiatrist. The provider is not licensed to practice psychology, and the Provider does not claim to offer any psychological benefits, or psychometrist (or any form of psychometrics) or psychometry services. The Services provided by Provider are non-diagnostic and are not licensed by the state.

Provider disclaims all statements, representations, warranties, agreements or promises regarding the use or benefits of the Services, whether made by Provider, its clients, employees, agents, or contractors. Participating in the Services does not guarantee success, and the Provider makes no representation or guarantee through the Client’s participation in the Services. All information on the Provider website or included in statements, testimonials or materials made or distributed by or on behalf of Provider is for informational purposes only and is not intended to be relied on by Client or to constitute a representation of the effects or benefits of the Services.

## **Assumption of Risk, Release of Liability, and Agreement to Arbitrate**

PLEASE READ THE FOLLOWING CAREFULLY. BY SIGNING BELOW, YOU ARE GIVING UP CERTAIN LEGAL RIGHTS.

By my signature below, as the “Client” (and if applicable “Guardian”), I further represent that I have read and understood and agree to the following:

I freely and voluntarily choose to participate in the Services provided by Provider. My participation may include unknown negative reactions. I accept any risks for any adverse reactions that I may have. I understand that participants with certain health conditions such as epilepsy and mental health illnesses are not recommended to participate in the Services. I represent to the Provider that I have no such health conditions that would prevent me from safely participating in the Services.

**I HEREBY ASSUME ALL SUCH RISKS** associated with the Services, know or unknown, including without limitation injury, illness, death, and/or other adverse reactions. I am aware of such risks associated with the Services, including my physical condition and the actions or conduct of others that I may come into contact with after participating in the Services. I understand that by participating in the Services, I may experience emotional personal memories.

**ASSUMING ALL SUCH RISKS, I HEREBY RELEASE, WAIVE ANY AND ALL CLAIMS AGAINST, WILL NOT SUE AND WILL HOLD HARMLESS,** Provider, its owners, members, managers, officers, employees, agents or representatives, from all actions, omissions, causes of action, suits, debts, damages, losses, judgments,

injuries, liabilities, and claims and demands whatsoever, in law or equity (collectively, “Claims”), including without limitation personal injury and death, emotional distress, indirect damages, consequential damages or exemplary damages, even though such Claims may be caused by or resulting from the negligence or carelessness of such released parties.

I agree that this waiver and release binds me and my heirs, distributees, guardians, legal representatives, successors and assigns. Further, I agree to indemnify, protect, defend and hold harmless Provider, its owners, members, managers, officers, employees, agents and representatives, from and against all claims arising from or in connection to my involvement or participation in the Services offered by Provider.

The foregoing release is a general release, and I hereby expressly waive the provisions of California Civil Code Section 1542 which provides: *“A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favour at the time of executing the release, which if known by him or she must have materially affected his or her settlement with the debtor.”*

**ARBITRATION:** Without limiting the foregoing assumption of risk and release of liability, I agree that any dispute or claim arising out of or related to the Services, including without limitation the interpretation and enforcement of this document or any other agreement, representation or warranty provided in connection with the Services, shall be settled by binding arbitration before a single arbitrator in the State of California, County of Orange, under the Federal Arbitration Act, 9 U.S.C. § 1, et seq. Any arbitration shall apply the substantive laws of the State of California. BY CHOOSING ARBITRATION, I WILL NOT HAVE THE RIGHT TO LITIGATE IN COURT OR HAVE A JURY TRIAL. ALSO, DISCOVERY AND APPEAL RIGHTS ARE LIMITED IN ARBITRATION. The parties shall maintain the arbitration proceedings and arbitration award as strictly confidential, except as is otherwise required by court order or as is necessary to confirm, vacate, or enforce the award. Arbitration must proceed only with JAMS. An award of arbitration may be confirmed in a court of competent jurisdiction. Each party shall bear its costs and fees of arbitration. ARBITRATION MUST BE ON AN INDIVIDUAL BASIS, WHICH MEANS THAT I MAY NOT JOIN OR CONSOLIDATE CLAIMS IN ARBITRATION, LITIGATE IN COURT, OR ARBITRATE ANY CLAIMS AS A REPRESENTATIVE OR MEMBER OF A CLASS.

By my signature below, as the “Client” (or if applicable “Guardian”), I accept the foregoing disclosure, disclaimer, assumption of risk and waiver, and I represent and warrant for Provider’s reliance, and agree, as material consideration without which Provider would not provide the Services, that:

- (1) I HAVE CAREFULLY AND COMPLETELY READ AND AGREED TO ALL OF THE FOREGOING;**
- (2) all of my questions have been answered to my satisfaction;**
- (3) I am not relying on any statement, representation or warranty, agreement or promise by or on behalf of Provider that is not expressly outlined in writing signed by Provider;**
- (4) I am aware that this is an assumption of risk, release of liability and agreement to arbitrate and that I am giving up legal rights; and**
- (5) I sign below of my own free will.**

Sign box below

I hereby acknowledge that I have read and understood the above conditions.