



TIBETAN CRANIAL®

DISCLOSURE AND ASSUMPTION OF RISK, RELEASE, WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT

Tibetan Cranial® ("TC") has a rich history that originated in the Himalayan highlands. TC assists the body in correcting its own imbalances. The person receiving the work ("Receiver") rests on a specially designed TC table. The person doing the work ("Provider") kneels at the end of the table above the Receiver's head. The Provider moves to the Receiver's head, wrists, or feet to assess pulses. The Provider then applies subtle touch to the skull, face, mouth, jaw, and neck. Pulse readings are repeated and touch continues to be applied until optimum balance is achieved.

For purposes of this Disclosure and Assumption of Risk Release, Waiver of Liability, and Indemnity Agreement ("Agreement"), Tibetan Cranial Parties means the following: Tibetan Cranial Association Inc. ("TCA," a Colorado not-for-profit corporation); Tibetan Cranial Association, L.L.C. (a Colorado limited liability company); the board members, officers, agents, staff, and employees of TCA and Tibetan Cranial Association, L.L.C.; Practitioners of TC; Apprentices in TC; the property owners, tenants, and other persons or entities associated with any premises at which any TC services or sessions are provided or at which any trainings, activities, or other events associated with TC or TCA are held; volunteers assisting at any clinic, training, events, or other activities associated with TC or TCA; and the heirs, personal representatives, predecessors, successors, and assigns of the above. Apprentices are undergoing training in TC through TCA. Practitioners have completed training in TC through TCA. [NAME] is an [Apprentice / Practitioner].

[NAME] is not licensed, registered, or certified by any state as a physician or other health care professional. You should discuss any recommendations by your TC Provider with your primary care physician, obstetrician, gynecologist, oncologist, cardiologist, pediatrician, or other board-certified physician. [NAME] holds professional liability insurance that covers TC.

By signing below, and in consideration for receiving TC work, I acknowledge and agree to the following:

- TC requires physical contact, as described above and also may involve touch inside the mouth without a glove or other barrier between the Provider's hand and my mouth. Although TC is designed and intended to be safe, it may carry the potential for injury, including physical, emotional, or mental injury, as well as risks involving falls, contact or interactions with other participants, and hazards that may be posed by spectators or volunteers, defective equipment, or hazards related to the premises. Risks may result from the negligence of the TC Parties. TC is not recommended for women in their third trimester of pregnancy. I will make the Provider aware of any medical conditions, prescriptions, or physical limitations before beginning any TC session.
- I agree to assume all risks, injuries, and damages, known and unknown, that I might incur as a result of my participation in any TC session, clinic, training, event, or other activity, including risks, injuries, and damages that may be the result of negligence of the TC Parties or of other persons or entities.
- I knowingly and voluntarily waive, release, and discharge the TC Parties from any and all claims, losses, or liabilities for death, personal injury, partial or permanent disability, physical, emotional, or mental impairment or injury, emotional distress, property damage, medical or hospital bills, theft, economic losses, or damage of any kind (hereafter "Claims"), which may arise out of or relate to my receiving any TC treatment, session, or training or participating in any clinics, trainings, activities, or other events associated with TC or TCA, even if the Claims are caused by the negligent acts or omissions of any of the TC Parties or any other person or entity. I also agree not to sue any of the TC Parties for any of the Claims that I have waived, released, or discharged. I further agree to indemnify and hold harmless the TC Parties from any and all Claims brought by or on behalf of me or by or on behalf of another person to the extent related to my actions or omissions.
- This Agreement is binding on me as well as on my heirs, spouse, children, legal representatives, successors, and assigns. The assumption of risk, release, waiver of liability, covenant not to sue, and indemnification provisions are intended to be enforceable to the greatest extent allowed by law; if any portion is determined not to be enforceable, the remainder shall be enforceable and shall be construed as broadly as permitted by law.
- I have read this document and have received a copy of it.

X _____
Signature of participant or parent/legal guardian

Date

Name of participant or parent/legal guardian please print

[DOUBLE-CLICK IN THIS AREA AND TYPE YOUR NAME, ADDRESS, PHONE, AND OTHER CONTACT INFO HERE]

Additional Disclosure for Children Under 8

It is recommended that children under 8 have a relationship with a licensed pediatric health care provider. If a child under 8 has a licensed pediatric health care provider, the parent or legal guardian is requested to give permission to the TC Apprentice or Practitioner to attempt to develop and maintain a collaborative relationship with the child's licensed pediatric health care provider. If you agree to give permission, please indicate that by providing the contact information for the licensed pediatric health care provider where indicated below.

X _____
Signature of participant or parent/legal guardian

Date

Name of participant or parent/legal guardian - please print

Name of minor

For minors under 8: Please provide the name and contact information of the minor's licensed pediatric health care provider if permission is given for the TC Apprentice or Practitioner to attempt to develop a relationship, as discussed above.

Pediatrician's Name

Pediatrician's phone or other contact information

[DOUBLE-CLICK IN THIS AREA AND TYPE YOUR NAME, ADDRESS, PHONE, AND OTHER CONTACT INFO HERE]