

## RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

Please read carefully. By signing this document, you will waive certain legal rights, including the right to sue

This is a binding legal agreement. **Clarify any questions or concerns before signing.**

In consideration of Frances Miller (the “**Trainer**”) providing the participant named below (referred to as “**I**” or “**me**” herein) with Schema Therapy Certification Training (the “**Training**”), and for other good and valuable consideration, I agree to all the terms and conditions set forth in this agreement (this “**Agreement**”).

I hereby expressly agree that in no event shall I sue the **Trainer**, and I waive and release any and all claims which I have or may have in the future against the **Trainer** and her representatives on account of injury, death, property damage, expense and related loss, including loss of income, or any other loss or damage of any kind arising out of or resulting from my participation in the **Training**, due to any cause whatsoever, including without limitation, the negligence of the Trainer, breach of contract, or breach of any statutory or other duty of care or otherwise. I agree not to make or bring any such claim against the Trainer or any of Trainer’s representatives, and forever release and discharge the Trainer and all Trainer’s representatives from liability under such claims.

I further expressly agree that I shall defend, indemnify and hold harmless the Trainer and her representatives against any and all losses, damages (including direct, indirect, special and/or consequential), liabilities, claims, demands, actions, judgments, settlements, interest, awards, penalties, fines, costs, and expenses of whatever kind, including reasonable legal fees, in connection with any third party claim, suit, action or proceeding arising out of or resulting from the Training.

By participating in the Training, I confirm that I have read and agree with each of the following statements:

1. I am solely responsible for my own well-being, be it in relation to my mental health or otherwise.
2. I accept and fully assume all risks arising out of my participation in the Training, including without limitation the possibility of emotional distress, personal injury, death, property damage, expense and related loss, including loss of income, resulting from my participation in the Group.
3. I understand that the Trainer is not guaranteeing any results or outcomes following the provision of the Training.

This Agreement is the entire agreement between the Trainer and me with respect to the subject matter contained herein and supercedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Agreement is held to be invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. This Agreement is binding on and shall ensure to the benefit of the Trainer’s and Trainer’s heirs, executors, administrators and next-of-kin. This Agreement is governed by the laws of Ontario and the federal laws of Canada applicable therein. Any

claim or cause of action arising under this Agreement may be brought only in the courts of Ontario, and I hereby consent to the exclusive jurisdiction of such courts.

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**I acknowledge that I have read and understood all of the terms of this Agreement, that I have executed this Agreement voluntarily, and that this Agreement is to be binding upon myself, my heirs, my next-of-kin, executors, administrators and legal and personal representatives. I further acknowledge by signing this Agreement that I have waived my right to sue the Trainer and any of Trainer's representatives.**

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Name of Participant (Print)

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Signature of Participant

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Date

