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WAIVER OF LIABILITY AND ASSUMPTION OF RISK

Arise Wellness and <https://www.arisewellness.net>. owners, volunteers, participants, employees, contractors and all other persons or entities acting in any capacity on their behalf, you and/or your personal representative, heirs, successors, assigns, and estate, each a “Party” and collectively, the “Parties”, hereby agree to release and discharge Arise Wellness, a California corporation (“Arise Wellness”), its directors, officers, volunteers, representatives, and agents, including, but not limited to, Jewels Christine (collectively the “Arise Parties”), on behalf of yourself, as follows:

1. **Arise Wellness and Fitness, non-profit website** (<http://www.jewelschristine.com> and [arisewellness.net](http://www.arisewellness.net)). No Arise Party, is a medical doctor, nor is any representative licensed to, and does not provide medical services, advice, professional diagnosis, medical opinion, treatment or services to you or to any other individual. By signing below, you acknowledge that Arise Wellness and the Arise Parties provide general fitness and nutritional information for educational purposes only.
2. The information provided by Arise Wellness and the Arise Parties is not a substitute for medical or professional care, and you should not use said information in lieu of a visit, call, email consultation or the advice of your physician or other healthcare provider. Your physician or other qualified health provider should always be consulted with any questions you may have regarding a diagnosis, medical condition or treatment for a medical condition, illness or injury.
3. You acknowledge that Jewels Christine, as a representative of Arise Wellness, holds Health and Fitness certifications, and is NOT a physician, licensed dietician, licensed nutritionist, or any other licensed professional licensed by the state of California. In addition, you acknowledge that Jewels Christine, nor any other Arise Party is a physician, licensed dietician, licensed nutritionist.
4. Advice concerning proper nutrition is the giving of information as to the role of food and food ingredients, including dietary supplements. The State of California does NOT confer authority Arise Wellness or any Arise Party to practice medicine or to undertake the diagnosis, prevention, treatment, or cure of any disease, pain, deformity, injury, or physical or mental condition, and specifically does not authorize any person, other than one who is a licensed health care provider. By signing below, you completely acknowledge that: 1) you are simply receiving nutrition and

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fitness advice; and 2) that it is your voluntary choice to adhere to or dismiss the information and recommendations provided.

5. You acknowledge that you will not disregard medical or professional advice, nor delay seeking it for an illness, injury or other condition, because of something you learn through Arise Wellness or any Arise Party. You acknowledge that you will ask your physician or other healthcare provider to assist you in interpreting any information obtained through Arise Wellness or any Arise Party and or in applying the information to your individual case, if you choose to use the information gained from any Arise Party or Unchained Health and Fitness to treat an illness, injury or other medical condition. **IF YOU BELIEVE YOU HAVE A MEDICAL EMERGENCY, YOU AGREE TO IMMEDIATELY CALL 911 OR YOUR PHYSICIAN.**
6. If you believe you have any other health problem, or if you have any questions regarding your health or a medical condition, you agree to promptly consult your physician or other healthcare provider. You further agree to hold harmless Arise Wellness and all Arise Parties from any effects from the advice, course of treatment, or diagnosis by an outside medical provider.
7. By signing below, you accept the terms and conditions, and hold harmless Arise Wellness and all Arise Parties from the effects of any injury, illness, allergic reaction, death, or lack of results while engaged in a nutrition or fitness program now, or at any time in the future.
8. The information and services provided by, Arise Wellness or any Arise Party are not licensed by the State of California.
9. You understand that your participation in a program of strenuous physical activity may include, but is not limited to the following: walking, yoga, hiking, running, swimming, biking, resistance training, weight training, cardiovascular exercise and the use of conditioning and exercise equipment.

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10. Release Of Liability; Indemnification

You fully understand that you may suffer injury, illness, and/or even death as a result of your participation in the program and hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Arise Wellness and all Arise Parties from any and all claims, demands, or causes of action, which are in any way connected with your participation in Arise Wellness or any Arise Party's yoga, fitness, and coaching programs, including such claims which you, your heirs, successors, assigns, personal representative and/or estate have or may have that allege ordinary negligent acts or omissions of Arise Wellness or any Arise Party. In addition neither Arise Wellness nor any Arise Party is not liable if you choose to participate in person workshops/retreats/events during and after a pandemic including but not limited to COVID19. You are fully responsible for choosing to interact and therefore responsibility and liability is on you and neither Arise Wellness nor any Arise Party have any obligation or responsibility.

Any advice regarding dietary supplements provided by Arise Wellness or any Arise Party is strictly done by opinion only, and these products may or may not have been approved by the Federal Drug Administration (FDA). Any companies or products mentioned by Arise Wellness or any Arise Party are not affiliated with Arise Wellness., Neither Arise Wellness nor any Arise Party are liable for any negative repercussions. By agreeing to these terms you are accepting that you will not hold Arise Wellness nor any Arise Party accountable for any issues, health or non-health related that may result from consuming a product suggested to you or recommended by Arise Wellness or any Arise Party. You understand that you are responsible for understanding your own body and the health risks involved when consuming a dietary supplement.

In giving the general release herein, which includes claims which may be unknown to me at present, I acknowledge that I have read and understand Section 1542 of the California Civil Code, which reads as follows:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

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I hereby expressly waive and relinquish all rights and benefits under that section and any law of any other jurisdiction of similar effect with respect to my release of claims, including but not limited to any unknown or unsuspected claims herein.

11. Company information includes articles, text, graphics, images, links, videos, handouts, online courses or other material contained on the Website or any supporting material (for example, newsletters and books). This information is provided for informational and educational purposes only. The use of the Website participation in online courses, and participation in individual or group classes and coaching sessions are a choice that you have voluntarily made, and neither Arise Wellness nor any Arise Party assumes liability for your use of these materials.

12. No Warranties or Liability

Arise Wellness and the Arise Parties shall attempt to provide the most complete and accurate information, but do so on an “as is” basis. In no event, however, can Arise Wellness or any Arise Party be held responsible for any errors that might inadvertently occur, and neither Arise Wellness nor any Arise Party will provide monetary damages in any way for said errors. Arise Wellness and all other Arise Parties, disclaim all warranties, either express or implied, including but not limited to merchantability, non-infringement and fitness for particular purpose.

13. Medical information changes constantly. Therefore, the information provided by Arise Wellness and all Arise Parties should not be considered current, complete or exhaustive, nor should you rely on such information to recommend a course of treatment for you or any other individual. Reliance on any information provided on by Arise Wellness and all Arise Parties is solely at your own risk.

14. Professional Fees

In the event any dispute between the Parties to this agreement should result in litigation or other proceeding, the prevailing Party shall be reimbursed by the non-prevailing Party for all reasonable costs and expenses, including, without limitation, reasonable attorney’s fees, accounting fees incurred by the prevailing Party in connection with such litigation or other proceeding and any appeal thereof. Such costs, expenses and fees shall be included in and made a part of the judgment recovered by the prevailing Party, if any.

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15. This agreement is intended to be as broad and inclusive as is permitted by the law of the State of California. If any portion thereof is held invalid, it is agreed that the remaining provisions shall continue in full force and effect. Likewise, you agree that if any legal action is brought, it shall be brought in Riverside County, California.

16. Dispute Resolution

By signing below, you understand that you are giving up your right to litigation. Any dispute between the Parties shall be settled by binding mediation in the City and County of Riverside, California.

17. Effective Date

This agreement shall be conditioned upon and effective upon signature and execution of this agreement by Parties.

18. Effect of Headings

The subject headings of the paragraphs and subparagraphs of this agreement are included for the purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.

19. Amendments

This agreement may be amended only by a separate writing executed by Parties.

20. Construction

The provisions of this agreement shall be construed as a whole according to their common meaning, and not strictly for or against any Party, this agreement having been negotiated at arms-length, with both Parties having had the opportunity to be represented by competent counsel, and representing the product of that process.

21. Entire Agreement

This agreement, and the other writings referred to herein or attached hereto and incorporated herein by reference, constitute the entire agreement of the Parties pertaining to the subject matter contained in it and supersede all prior or contemporaneous agreements, representations and understandings of

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the Parties. No supplement, modification, or amendment of this agreement shall be binding unless executed in writing by all the Parties. No waiver of any of the provisions of this agreement shall be deemed or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver.

22. Parties in Interest

Nothing in this agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this agreement on any persons other than the Parties to it, and the respective successors and assigns, nor is anything in this agreement intended to relieve or discharge the obligation or liability of any third persons to any Party to this agreement, nor shall any provision give any third person any right of subrogation or action over or against any Party to this agreement.

23. Governing Law

This agreement shall be governed by and construed in accordance with the laws of the State of California.

24. Further Assurances

The Parties shall cooperate, take such actions and execute, acknowledge where required, and deliver, such additional documents or instruments as may be reasonably necessary under the circumstances to effectuate the intent of the Parties, pursuant to this agreement.

25. Counterparts

This agreement may be executed in counterparts, each of which shall be deemed an original (including copies sent to a Party by telecopy or facsimile transmission) and which together shall constitute one and the same agreement.

26. Successors and Assigns

This agreement shall be binding upon, inure to the benefit of, and be enforceable by the successors and assigns of the Parties hereto.

27. Survival

All of the provisions, terms and covenants contained or referred to in this agreement shall survive the close of the agreement contemplated herein.

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28. Time

Time is of the essence of this agreement.

29. Joint and Severable

Each provision of this agreement is joint and severable. Should any provision of this agreement be found to be invalid, it shall not affect the validity of the other remaining provisions of this agreement.

30. Notices

All notices, requests, demands and other communications under this agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the Party to whom notice is to be given, or on the fifth day after mailing if mailed to a Party to whom notice is to be given, by first class mail, registered or certified, postage prepaid and properly addressed as follows:

Arise Wellness
266 W. Fourth Street
Perris, CA 92570

31. Appointment Cancellation and Rescheduling Policy

Your appointments are very important, and the time slot is reserved especially for you. Arise Wellness and the Arise Parties understand that sometimes schedules adjustments are necessary. Therefore, a minimum of 24 hours' notice for cancellations or rescheduled appointments is required to not be billed for a missed session. Please understand that when you forget or cancel your appointment without giving 24 hours' notice, the opportunity to fill that appointment time is missed, and clients on the waiting list miss the opportunity to receive services.

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32. Regular scheduled yoga and fitness classes and private yoga sessions

Cancellations without a 24-hour notice will be charged as follows:

Regular scheduled yoga and fitness classes missed without 24-hour notice will occur a \$15.00 charge and private yoga and fitness sessions missed without 24-hour cancellation notice will be occur \$45 dollar charge. No Arise Party may be held liable. I understand that I take full responsibility for my health and participation.

33. Yoga group events, workshop, events, retreats

The private, group yoga and fitness classes, workshops, retreats, and certification programs offered by Arise Wellness and the Arise Parties are specifically designed to guide you through yoga, fitness, and lifestyle education and change for improved health and well-being. For maximum results, your participation over and consistency are highly encouraged. The private and group classes and certification programs are a contract commitment, and you may pay using a single up-front payment at the beginning of the program, or as a series of monthly payments depending on the program. Visit Arisewellness.net for payment options per service. Jewels Christine, and all staff apart of Arise Wellness cannot be held liable. I understand that I take full responsibility for my health and participation. Arise Wellness and the Arise Parties reserve the right to charge 100% of the service amount for cancellations that occur less than 24 hours before the predetermined session time.

34. Yoga Teacher Training

The private Yoga Teacher Training program and certification programs offered by Arise Wellness and the Arise Parties are specifically designed to guide you through a process focused on deepening your own yoga knowledge and experience while equipping you to teach yoga. For maximum results, your participation over the entire duration of the program is essential. The Yoga teacher certification program is a contract commitment, and you may pay using a single up- front payment at the beginning of the program, or as a series of monthly payments depending on the program. Visit Arisewellness.net for payment options per service. Arise Wellness and the Arise Parties reserve the right to charge 100% of the service amount for cancellations that occur less than 24 hours before the predetermined start time.

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Neither Arise Wellness nor the Arise Parties can be held liable. I understand that I take full responsibility for my health and participation.

35. Coaching Program Duration

The private, group coaching, and certification programs offered by Arise Wellness and the Arise Parties are specifically designed to guide you through a lifestyle change process focused on yoga, nutrition, and fitness, for improved health and well-being. For maximum results, your participation over the entire duration of the program is highly encouraged. The private and group coaching, and certification program is a contract commitment, and you may pay using a single up-front payment at the beginning of the program, or as a series of monthly payments depending on the program. Visit Arisewellness.net for payment options per service. Neither Arise Wellness nor any Arise Party may be held liable. I understand that I take full responsibility for my health and participation. Arise Wellness reserve the right to charge 100% of the service amount for cancellations that occur less than 24 hours before the predetermined session time.

36. I understand that Arise Wellness Yoga Studio is not responsible for any lost or stolen items.

37. **Pandemic Clause-** Due to the 2019-2020 outbreak of the novel Coronavirus (COVID-19), our business is taking extra precautions with the care of every client to include health history review and enhanced sanitation/disinfecting procedures in compliance with CDC guidance .

Arise Wellness Yoga Studio is doing everything we can to protect clients, as well as instructors, from exposure or risk of contracting any illness.

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I may be exposed to or infected by COVID-19 by attending a class or being in the studio at Arise Wellness Yoga Studio and any and all events by Arise Wellness. That exposure or infection may result in personal injury, illness, permanent disability or possibly death. I understand that the risk of becoming exposed to or infected by COVID- 19 at Arise Wellness Yoga Studio as result from the actions, omissions, or negligence of

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myself and others, including, but not limited to, Arise Wellness Yoga Studio owner, Instructors and/or clients.

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to myself (including, but not limited to, personal injury, disability and death), illness, damage, loss, claim, liability, or expense, of any kind that I may experience or incur in connection with my attendance at Arise Wellness Yoga Studio. On my behalf, I hereby release, covenant not to sue, discharge, and hold harmless Arise Wellness Yoga Studio it's owner, Instructors, staff, and other clients, from the Claims, including all liabilities, claims, actions, damages, costs or release includes any Claims based on the actions, omissions, or negligence of Arise Wellness Yoga Studio its Instructors and/or clients, whether a COVID-19 infection occurs before, during or after being at/in Arise Wellness Yoga studio.

Symptoms of COVID-19 include but not limited to:

- Fever
- Fatigue
- Dry Cough and/or difficulty breathing

People with COVID-19 have had a wide range of symptoms reported – ranging from mild symptoms to severe illness. People with these symptoms or combinations of symptoms may have COVID-19: Cough Shortness of breath or difficulty breathing. Or at least two of these symptoms: Fever, Chills, Repeated shaking with chills, Muscle pain, Headache, Sore throat, Loss of taste or smell. All clients should self-monitor for these symptoms. If you have any of these symptoms, immediately contact our Studio Owner, Arise Wellness Yoga Studio, by email at arisewellnessstudio@gmail.com.

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Arise Wellness Studio Hygiene and Sanitation Protocol:

All clients must implement good hygiene and infection control practices. These include:

1. Frequently wash hands: Clients are instructed to sanitize their hands for at the beginning of their session and wash their hands for at least 20 seconds with soap and water after using the restroom.
2. Avoid touching your face.
3. Use respiratory etiquette: Cover your mouth and nose when coughing and sneezing with a sleeve or tissue. Wash your hands following coughing and sneezing and dispose of tissues in the trash. Avoid touching your face when coughing and sneezing.
4. Our bathroom is not for public use. If you decide to use it you take full liability and will not hold Arise Wellness, Jewels Christine and any Arise Staff liable for any and all happenings.
5. Do not handle clients' belongings including phones and personal equipment.

Our studio will provide daily sanitation and housekeeping as normal, with additional cleanings and disinfection measures in between all sessions.

A Medical Grade HEPA filter (removes 99% of all air particulates) will be run during and between all classes.

The studio will be cleaned between sessions for thorough additional disinfecting. An

Ozone Maker will be run every evening to completely sterilize the entire studio.

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By signing below, I agree to each statement above and release Jewels Christine and Arise Wellness from any and all liability for the documented herein and the unintentional exposure or harm due to COVID-19.

Jewels Christine, Arise Wellness are serious about your results and strive to exceed your expectations at every step of the way. Discounts, special rates, and offers cannot be combined. The tuition and registration fees are nonrefundable, non-transferrable. Expiration dates cannot be extended. Prices and specials are subject to Acceptance Of Agreement

By signing below, you acknowledge reading this liability waiver and assumption of risk, and fully understand and accept its terms. You acknowledge that you are signing the agreement freely and voluntarily and intend your signature to be a complete and unconditional release of all liability to the greatest extent allowed by law in the State of California and state of rendered services.

Today's Date

Participant's Printed Name

Participant's Signature

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I HEREBY ASSUME ALL OF THE RISKS ASSOCIATED WITH THE USE OF ARISE WELLNESS FACILITIES, including by way of example and not limitation, any risks that may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective equipment or property owned, maintained, or controlled by them, or because of their possible liability without fault.

I certify that I, and/or if applicable, my child is physically fit, has sufficiently prepared or trained for participation in this activity, and has not been advised to not participate by a qualified medical professional. I certify that there are no health-related reasons or problems which preclude my child's participation in this activity.

I acknowledge that this Accident Waiver and Release of Liability Form will be used by the event holders, sponsors, and organizers of the activity in which I and/or my child(ren) may participate, and that it will govern my and/or my child(ren)'s actions and responsibilities at said activity. In consideration of my application and permitting myself and/or my child(ren) to participate in this activity, I hereby take action for my child, myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows:

(A) I FOREVER WAIVE, RELEASE, AND DISCHARGE from any and all liability, including but not limited to, liability arising from the negligence or fault of the entities or persons released, for my death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter occur to me including my traveling to and from this activity, ARISE WELLNESS, and/or its officers, directors, staff, employees, volunteers, representatives, and agents, and the activity holders, sponsors, and volunteers.

(B) I PROMISE NOT TO SUE; INDEMNIFY AND HOLD HARMLESS the entities or persons mentioned in this paragraph from any and all liabilities or claims made as a result of participation in this activity, whether caused by the negligence of released parties or otherwise.

I hereby consent to receive medical treatment which may be deemed advisable in the event of injury, accident, and/or illness during this activity. The Accident Waiver and Release of Liability Form shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

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Each provision of this Agreement shall be interpreted in a manner giving meaning and purpose to each term and provision and, to the fullest extent possible, rendering the Agreement, as a whole, valid and effective. If any provision of this Agreement is deemed invalid, all remaining provisions shall remain effective. All issues regarding the interpretation and effectiveness of this agreement are controlled by California law, with any disputes subject to binding arbitration, with the parties agreeing that such arbitration is to be conducted in the most expeditious and cost-effective manner. The prevailing party in such an arbitration, in the arbitrator's discretion, may be awarded reasonable attorney's fees and costs.

This is a fully integrated document, containing the entirety of the parties' agreements. Both parties must agree in writing to any change in the terms of this Agreement; neither oral modification nor course of conduct will be deemed a sufficient basis to alter or change the terms of this Agreement. The provisions of this contract cannot be waived, nor shall either party rely upon the actual or alleged failure to require complete compliance with all aspects of this Agreement as an excuse or basis not to carry out its own respective obligations.

This Agreement has been duly reviewed and approved by the authorized agents of ARISE WELLNESS and User, who warrant and represent that they have the power and authority to bind their respective principals to the terms of this Agreement.

I CERTIFY THAT I HAVE READ THIS DOCUMENT AND I FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND I SIGN IT OF MY OWN FREE WILL.

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PARENT / GUARDIAN WAIVER FOR MINORS (Under 18 years old)

The undersigned parent and/or guardian does hereby represent that he/she is, in fact, acting in such capacity and agrees to save and hold harmless and indemnify each and all of the parties referred to above from all liability, loss, cost, claim or damage whatsoever which may be imposed upon said parties because of any defect in or lack of such capacity to so act and release said parties on behalf of the minor and the parents or legal guardian.