

RELEASE for Sound Meditation event: Elbra's Dream

In exchange for my participation in any on-site service or class organized, scheduled or held by Elbra's Dream, Inc, a NJ Non-profit having an address of 109 Sweetbriar Ave, Hamilton, NJ 08619 or any use of any property, facilities (the "Premises") and/or services of Elbra's Dream organized or provided through Elbra's Dream, I, the undersigned, agree to the following:

1. ASSUMPTION OF THE RISKS. I agree to observe and obey all of Elbra's Dream rules, warnings and directions (including without limitation any oral instructions). I recognize that there are certain inherent risks associated with each of the on-site services and classes offered by Elbra's Dream and I assume full responsibility for personal injury to myself, and further release and discharge Elbra's Dream, for injury, loss or damage arising out of my use of or presence upon the Premises (the "Activities"). I acknowledge that these risks may result from or be compounded by the actions, omissions, or negligence of Elbra's Dream (including of its employees, volunteers, agents, or invitees) or of other guests at the Premises, including any negligent emergency response. Elbra's Dream cannot guarantee that I will not be injured while on the Premises or during my participation in the Activities. **NOTWITHSTANDING THESE RISKS, I ACKNOWLEDGE THAT I AM VOLUNTARILY PARTICIPATING IN THE ACTIVITIES WITH KNOWLEDGE OF THE DANGERS INVOLVED. I HEREBY AGREE TO ACCEPT AND ASSUME ALL RISKS OF INJURY, TEMPORARY OR PERMANENT DISABILITY, DEATH, AND/OR PROPERTY DAMAGE ARISING THEREFROM, WHETHER CAUSED BY THE ORDINARY NEGLIGENCE OF SAGE + SOUND OR ITS AGENTS, GUESTS, OR OTHERWISE.**

2. RELEASE AND INDEMNIFICATION. I hereby expressly waive and release any and all claims now known or hereafter known against Elbra's Dream and its officers, directors, manager(s), employees, agents, affiliates, shareholders/members, successors, and assigns (collectively, "Releasees") on account of personal or psychological injury, illness, pain, suffering, temporary or permanent disability, death or property damage arising out of or attributable to my being on the Premises or participating in the Activities, whether arising out of Elbra's Dream negligence or otherwise. I covenant not to make or bring any such claim against any Releasee and forever release and discharge all Releasees from any liability. I shall defend, indemnify, and hold harmless all Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, fees, the costs of enforcing any right to indemnification under this Release, and the cost of pursuing any insurance providers, incurred by/awarded against any Releasees arising out or resulting from any claim of a third party related to my being on the Premises or participating in any Activities, including any claim related to my own negligence or the negligence of Elbra's Dream or any other Releasees. This paragraph's releases and indemnifications do not extend to claims for gross negligence, willful misconduct, or any other liabilities that New York law does not permit to be released by agreement.

3. MISCELLANEOUS. I agree and acknowledge that, before signing this Release, I have had a

reasonable opportunity to review it myself and am free to have my own legal counsel review it, and I am under no pressure to sign it. I further acknowledge that Elbra's Dream hereby offers to refund any prepaid fees prior to using its facilities if I choose not to sign this Release. Any legal or equitable claim that may arise from participation in the above shall be resolved under New Jersey law. In the event of any ambiguity in this Release's provisions, I explicitly reject any legal or equitable interpretation which would lead to a construction against Elbra's Dream based upon its drafting of the provision of this Release giving rise to such ambiguity.

4. ENFORCEABILITY. The invalidity or unenforceability of any provision of this Release shall not affect the validity or enforceability of any other provision of this Release or of any other applications of such provision, as the case may be.

5. DISPUTE RESOLUTION. The parties will attempt to resolve any dispute arising out of or relating to either this Release or to the undersigned's use of Elbra's Dream facilities or services received therein through good faith negotiations; provided, however, if not resolved, I hereby irrevocably and unconditionally agree and acknowledge that Elbra's Dream may submit such dispute to binding arbitration under the rules of the American Arbitration Association. The arbitrator's award will be final, and any judgment may be entered upon it by any court having proper jurisdiction.

I, the undersigned have read this Release and fully understand its terms. I acknowledge that I am signing this Release freely and voluntarily and each intend my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law and to signify a complete assumption of the risks inherent in participating in any classes and receiving any services at Elbra's Dream to the greatest extent allowed by the laws of the State of New Jersey.

Signature _____ Date _____

Print name _____