

## RELEASE OF LIABILITY

### READ CAREFULLY- THIS AFFECTS YOUR LEGAL RIGHTS

In exchange for participation in the Physician Guided Terminal Illness Assistance Program organized by Shaman's Reach Inc., of 11131 Highway 49 North Unit 2, Brookland, Arkansas, 72417 and/or use of the property, facilities and services of Shaman's Reach Inc., I, \_\_\_\_\_, of \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, agree for myself and (if applicable) for the members of my family, to the following:

**1. AGREEMENT TO FOLLOW DIRECTIONS.** I agree to observe and obey all posted rules and warnings, and further agree to follow any oral and written instructions or directions given by my physician, Shaman's Reach Inc., or the employees, representatives or agents of Shaman's Reach Inc.

**2. ASSUMPTION OF THE RISKS AND RELEASE.** I recognize that there are certain inherent risks associated with the above described activity and I assume full responsibility for personal injury to myself and (if applicable) my family members, and further release and discharge Shaman's Reach Inc. for injury, loss or damage arising out of my or my family's use of the products of Shaman's Reach Inc., whether caused by the fault of myself, my family, Shaman's Reach Inc. or other third parties.

**3. INDEMNIFICATION.** I agree to indemnify and defend Shaman's Reach Inc. against all claims, causes of action, damages, judgments, costs or expenses, including attorney fees and other litigation costs, which may in any way arise from my or my family's use of products of Shaman's Reach Inc.

**4. FEES.** I agree to pay for all damages to Shaman's Reach Inc. caused by any negligent, reckless, or willful actions by me or my family.

**5. APPLICABLE LAW.** Any legal or equitable claim that may arise from participation in the above shall be resolved under Arkansas law.

**6. NO DURESS.** I agree and acknowledge that I am under no pressure or duress to sign this Agreement and that I have been given a reasonable opportunity to review it before signing. I further agree and acknowledge that I am free to have my own legal counsel review this Agreement if I so desire.

**7. ARM'S LENGTH AGREEMENT.** This Agreement and each of its terms are the product of an arm's length negotiation between the Parties. In the event any ambiguity is found to exist in the interpretation of this Agreement, or any of its provisions, the Parties, and each of them, explicitly reject the application of any legal or equitable rule of interpretation which would lead to a construction either "for" or "against" a particular party based upon their status as the drafter of a specific term, language, or provision giving rise to such ambiguity.

**8. ENFORCEABILITY.** The invalidity or unenforceability of any provision of this Agreement, whether standing alone or as applied to a particular occurrence or circumstance, shall not affect the validity or enforceability of any other provision of this Agreement or of any other applications of such provision, as the case may be, and such invalid or unenforceable provision shall be deemed not to be a part of this Agreement.

**I HAVE READ THIS DOCUMENT AND UNDERSTAND IT. I FURTHER UNDERSTAND THAT BY SIGNING THIS RELEASE, I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS.**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Sign

\_\_\_\_\_

Print Name