

DBT and Yoga Group Release Form and Waiver of Liability

I hereby agree to the following:

1. I am participating in the DBT and Yoga Group offered by Pamela Singer, Psy.D., during which I will receive information and instruction about yoga and DBT tools for trauma, eating disorders, and anxiety.

2. **Payment:** I understand the cost of sessions (\$850 for the course based on a cost of \$85 per group). I understand that if I sign up for the group class, I am signing up for and purchasing a series of 10 classes and will pay the full fee of \$850 (\$425 upon reserving a spot, and \$425 before the first session) prior to beginning the series, unless a payment plan is otherwise specified with Dr. Singer. I understand that payment can be made through check, cash, or VenMo.

Regarding Refunds: I understand that the deposit of \$425 is non-refundable or transferrable. I understand that if a client leaves group before the second group meeting, the remaining \$425 will be refunded. If a client leaves group before the third group meeting, \$350 will be refunded. If a client leaves group after the third group meeting, no refund will be given.

3. I acknowledge and understand that a yoga and DBT group is a skills group and is not a substitute for psychiatric and psychological care, medical attention, examination, diagnosis, or treatment. I understand that I will not be participating in individual psychotherapy with my group instructor, and that in this context Pamela Singer, PsyD, is my group instructor, and not my psychologist. If I require psychiatric care, I have or agree to obtain a therapist and/or psychiatrist.

4. If I have a psychiatric emergency, I will discuss it with my therapist or psychiatrist, call 911, and/or go to the nearest emergency room. I understand that the Yoga and DBT group sessions offered by Pamela Singer, PsyD, are not designed to address psychiatric emergency. If I am in a state of psychiatric or medical emergency, I will use emergency services rather than attend yoga and DBT group session.

5. I recognize that, while this group is designed for individuals who may have eating disorders, all yoga requires some physical exertion, which may be strenuous. I understand that it is my responsibility and expectation to consult with a physician prior to and regarding my participation in the yoga and DBT group.

6. In consideration of being permitted to participate in the yoga portion of the groups, I represent and warrant that I am physically fit and have no medical condition that would prevent my full participation in the yoga component.

7. I am aware that there is no obligation for any person to provide me with medical care during the group sessions, and that no medical professionals will be on site during the sessions.

8. I acknowledge that it is my responsibility to tell the group instructor if I have any complication that would prevent my full participation, including if this complication arises even after my enrollment in the series has begun. I agree to stop participating in any activity if I feel pain or apprehension with the activity or movement and will alert the instructor.

9. In consideration of being permitted to participate in the group sessions, I agree and acknowledge that I am fully aware that participation in the yoga portion of groups involves risks and hazards. I aware that participation could, in some circumstances, result in physical injury, serious physical injury or death. I agree to assume full responsibility for any risks, injuries, or damages, known or unknown, which I might incur as a result of participating in the yoga and DBT group.

10. "Claims" includes but is not limited to any and all liabilities, claims, demands, legal actions, rights of actions for damages, personal injury or death in connection with participation in the yoga and DBT group sessions. "Released Parties" include Pamela Singer, PsyD, the owners and landlords of the space in which she teaches, and any teacher's assistants present during the classes.

11. I hereby, for myself and for my heirs, next of kin, executors, administrators and assigns, fully release, waive and forever discharge any and all rights or Claims I may have, now or in the future, against any Released Party, resulting from or related to my participation in the yoga and DBT group sessions. This applies even if the Claims are based on the carelessness, negligence or gross negligence of a Released Party or anyone else. Without limiting the foregoing, I further release any recourses which I may now or hereafter have resulting from any decision of any Released Party.

12. I agree not to sue any Released Party for Claims, even if the Claims arise from the carelessness, negligence or gross negligence of any Released Party or anyone else. I agree to indemnify (reimburse for any loss) and hold harmless each Released Party from any loss or liability (including any reasonable legal fees they may incur) defending any Claim made by me or anyone making a Claim on my behalf, even if the Claim is alleged to or did result from the carelessness or negligence of any Released Party or anyone else.

13. If any provision of this agreement shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions.

14. I have fully read and understand this agreement. I am aware that by signing this agreement, I am waiving certain legal rights I or my heirs, next of kin, executors, administrators and assigns may have against the Released Party.

I have read the above release and waiver of liability and fully understand its contents. I am legally competent to sign and voluntarily agree to the terms and conditions stated above.

Signature of participant, parent or guardian

Date