

MENTORING —■ Doula Instincts ■— MEMBERSHIP

By Traci Weafer, CBD (CBI), Evidence Based Birth Instructor, SpBCPE

Workshop Participation, Mentoring Membership and Waiver of Liability Agreement

Maternal Instincts Doula and Traci Weafer in providing any services as part of any training, mentoring program, workshop, seminar, or class (hereinafter the “Workshop”), is/are not responsible for any injury, damages (including attorney fees and costs), or loss of or damage to property suffered by any person who is taking or has taken the Workshop. In consideration of participation in the Workshop, I _____ hereby **waive, release, discharge, covenant not-to-sue, and agree to indemnify and hold harmless** Maternal Instincts Doula and Traci Weafer and any or all successor(s) in interest, from any and all present and future claims of any kind resulting from or arising out of participation in the Workshop, including but not limited to as a result of my engaging in or receiving instruction or training, wherever, whenever, and however the same may occur, whether caused by ordinary negligence of Maternal Instincts Doula and Traci Weafer or otherwise. I hereby voluntarily waive any and all claims or liability, including claims at law or at equity, arising out of participation in the Workshop, both present and future, that may be made by me, my estate, heirs, or assigns. I agree and understand that the Workshop may be filmed, photographed, and/or recorded and that Maternal Instincts Doula and Traci Weafer, and any or all successor(s) in interest, shall have all rights in and to such film, photographs, and/or recording, including the copyright therein. The copyright shall include, but not be limited to, the right to use, re-use, publish, and re-publish and otherwise reproduce, modify, and display any such film, photograph, and/or recording for educational and promotional purposes. I grant Maternal Instincts Doula and Traci Weafer, and any or all successor(s) in interest, the right, without compensation to me, to film, photograph, and/or record me while participating in the Workshop, and I waive any and all rights which I might have in any such film, photograph, and/or recording. I agree not to record by audio, video, photograph, or distribute any other means of any portion of the Workshop. This Agreement shall be interpreted and enforced in accordance with the laws of the State of Alabama. Any dispute or claim arising from or under this Agreement shall be resolved exclusively by courts situated in Montgomery County, Alabama. If any of the provisions of this Agreement shall for any reason be held unenforceable, such unenforceability shall not affect any other provision contained herein or the validity of the Agreement as a whole. This Agreement constitutes the entire agreement between the parties and supersedes any prior agreement, whether written or oral. This Agreement may not be modified in any respect except in writing describing the modification and signed by both parties.

In signing below, I acknowledge that I have read and fully understand all aspects of this Agreement. I agree to all of the terms and conditions stated herein.

SignatureDate

Printed Name