



Cancellation Policy

Participant understands the cancellation policy stating participants who withdraw on or before the final registration date of July 5, 2026 will receive a full tuition refund less a \$400 non-refundable deposit. Cancellations received by email by the early registration date of May 17, 2026 will receive a full refund minus a \$15 administrative fee. No refunds will be granted for non-attendance or cancellations received after the cancellation deadline.

Participant understands should minimum attendance requirements not be met, this event may be canceled, and a full tuition refund will be issued.

We understand that unforeseen circumstances such as illness may arise, however please note that due to the nature of our services and the commitments involved, we have a no-refund policy in place for various situations, including but not limited to illness-related conditions, travel delays, or other extenuating circumstances.

Mutual Release and Liability Waiver Agreement

The purpose of this document is to clarify expectations about the services we provide, share information about Embodywise and define the liabilities you assume in participating in a Training.

DEFINITIONS

Embodywise (“Training Host”) hosts trainings and workshops, and is responsible for marketing, registration, program finances, event logistics, and Continuing Education Units (CEs).

Participant is an individual enrolled in the Training Program or Workshop.

Training Staff refers to all faculty and training assistants serving as the Training Program instructors or guest speakers.

AGREEMENT

This Mutual Release and Liability Waiver Agreement is entered into between Embodywise (“Training Host”) and the training participant (“Participant”) to cover the online Training Program as provided to the Participant by the Training Providers. I acknowledge that this Accident Waiver and Release of Liability Form will be used by the event holders, sponsors, and organizers of the activity or event in which I may participate, and that it will govern my actions and responsibilities at said activity or event. In consideration of my application and permitting me to participate in this event, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows:

1. The Training Providers will offer a Training Program in the principles, theories, and techniques of coaching. The Training Program in no way claims to offer the depth of coursework necessary for complete qualification or licensure as a fully trained psychotherapist, bodyworker, or any other licensed profession. Participant understands that they are expected to pursue ongoing study and licensure in their desired field in addition to the Training Program.

2. Participant understands and agrees to bear the sole responsibility for understanding and complying with the local laws of Participant's state and/or country regarding the practice of psychotherapy, bodywork and/or other mental health professions.
3. Participant understands that any Embodwise Sponsored Training is not meant to be used in illegal psychedelic therapy. Participant understands that Embodwise does not support or endorse any illegal use of psychedelics.
4. Recognizing and acknowledging that the Training Providers have taken steps to create a safe environment for the Training Program, and that Participant has had the opportunity to ask any question whatsoever of the Training Providers, including questions about safety and wellbeing, Participant agrees to assume all risks of emotional distress and/or physical injury that may occur during the Training Program or any other Institute or Training Providers activity. Participant understands that the ethical use of touch, for specific therapeutic purposes only, is part of the Training Program curriculum. Participants are expected to be informed about ethical use of touch in their scope of practice and profession.
5. Participant understands and agrees that the Somatic Coach principles are not to be considered as laws or absolute standards or measurements for Participant and Training Staff conduct during the Training Program, but rather as general guidelines for conduct to which both parties agree to aspire to the best of their ability.
6. Participant acknowledges the *Embodwise Grievance Process* [<https://embodwise.com/wp-content/uploads/2024/10/Embodwise-Grievance-Process.pdf>]. Participant agrees to attempt to handle ethical grievances directly or with the assistance of a third party before contacting the National Ethics Committee, and to undertake the Ethical Grievance Process before pursuing other forms of mediation, arbitration, or litigation. Participant understands that the Ethical Grievance Process cannot be used concurrently with any legal action. In the event of any conflict or dispute unresolved by the Ethical Grievance Process or outside of its jurisdiction, relating to the Participant's involvement in the Training Program, the Participant and Training Providers agree to proceed as follows:
 - First, to make every effort to resolve the issue through direct communication.
 - Second, to engage in mediation.
 - Third, to undergo arbitration prior to seeking litigation.

The prevailing party in such mediation, arbitration or litigation shall be entitled to recover from the other party their reasonable attorney fees and court costs, including in any appellate court.

7. Participant understands that members of the Training Staff are not claiming to enter into a contract for personal therapy. Participant may take part in live coaching demonstrations during the training, which are not a substitute for therapy. Participant agrees to arrange for personal therapy as the need arises, and as may be suggested by the Training Staff.
8. Participant understands that if part of this event requires in-person attendance, participant understands that they are responsible for all travel costs related to attending this event and they will not be reimbursed for these expenses under any circumstances including but not limited to illness-related conditions, travel delays, or other extenuating circumstances.
9. This event may be recorded and released for replay. By attending the live event, participant confirms that they have reviewed this policy for this event and hereby consent to its terms. Furthermore, participant grants Embodwise permission to use their likeness in the video replay, including web-based publications, without requiring payment or any other form of compensation or other consideration.
10. Participant understands that diversity, equity, and inclusion principles and practices are a priority for Embodwise and Training Staff. Participant agrees to contribute to a respectful and welcoming

environment, and also honor the confidentiality of other participants as part of the therapeutic nature of the trainings.

11. With the exception of procedures specified elsewhere in this document, the parties hereby mutually exempt and release each other, and waive all rights against each other (and their respective agents and faculty), from any liability, claim, or cause of action due to any reason whatsoever, which may arise out of or in connection with participation in any Training Program or other Hakomi Institute or Training Providers activity.

12. If any part of this agreement shall be found to be void by any court, then that determination shall not affect other provisions of this agreement, and all such other provisions shall remain in full force and effect.

Participant understands that this document is written to be as broad and inclusive as legally permitted by the State of California. Participant agrees that if any portion is held invalid or unenforceable, they will continue to be bound by the remaining terms.

The prevailing party in such mediation, arbitration or litigation shall be entitled to recover from the other party their reasonable attorney fees and court costs, including in any appellate court.

PARTICIPANT WAIVES, RELEASES, AND DISCHARGES from any and all liability, including but not limited to, liability arising from the negligence or fault of the entities or persons released, for death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter occur including my traveling to and from this event, THE FOLLOWING ENTITIES OR PERSONS: Embodysense and/or their directors, officers, employees, volunteers, instructors, representatives, and agents, the activity or event holders, activity or event sponsors, activity or event volunteers;

PARTICIPANT INDEMNIFIES, HOLDS HARMLESS, AND PROMISES NOT TO SUE the entities or persons mentioned above from any and all liabilities or claims made as a result of participation in this activity, arising out of their relationship with the Participant, and arising directly or indirectly out of or in connection with the Participant's training and/or practice whether caused by the negligence of release or otherwise.

Participant acknowledges that Embodysense and their directors, officers, volunteers, instructors, representatives, and agents are NOT responsible for the errors, omissions, acts, or failures to act of any party or entity conducting a specific event or activity on behalf of Embodysense.

PARTICIPANT CERTIFIES THAT THEY HAVE READ THIS DOCUMENT, AND FULLY UNDERSTAND ITS CONTENT. PARTICIPANT AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND AGREES TO IT OF THEIR OWN FREE WILL.