# Soltara Healing Center: Activity Waiver & Release

| THIS ACTIVITY WAIVER & RELEASE (this "Agreement") dated:         |  |
|--|--|
| (MM/DD/YY) BETWEEN:  |  |
| (the "Participant") AND Soltara Healing Center (the "Organizer") |  |

IN CONSIDERATION OF the covenants and agreements contained in this Agreement and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties to this Agreement agree as follows:

#### Consideration

- 1. The Participant, being of lawful age and having thoroughly reviewed the potential challenges and benefits of ayahuasca use, hereby releases and discharges forever the Organizer and the Organizer's affiliates, including but not limited to their spouse, heirs, executors, administrators, legal representatives, and assigns, from all forms of actions, causes of action, debts, accounts, bonds, contracts, claims and demands for injury to person or property, including injury resulting in the death of the Participant, which may be sustained as a result of the Participant's participation in the activities described below, regardless of whether such damage, loss, or injury was caused solely or partly by the negligence of the Organizer.
- 2. The Participant understands that participation in the activity described below would not be permitted without signing this Agreement.

## **Details of Activity**

The Participant will partake in the following activities at the Soltara Healing Center retreat in Costa Rica:

- Ayahuasca plant medicine ceremonies
- Yoga classes, breathwork, and meditation sessions
- Workshops, classes, and guest lectures
- Leisure time, Gym use, and time in nature
- All meals and snacks
- Accommodations in single or double arrangements, as chosen by the guest

The Participant will also partake in the Preparation/Integration Program with the Preparation/Integration Support Team, which includes all resources, online communities, and services offered, such as:

- Medical intake call

- Preparation call
- Integration call
- Online community and resources
- Any additional 1-on-1 services coordinated between the guest and the preparation/integration support team.

#### **Code of Conduct**

During their stay at the Soltara Healing Center, the Participant agrees to abide by the following rules and stipulations:

## The Golden Rule of "Respect"

- 1. Respect the medicine and the traditions
- 2. Respect and follow directions and guidelines provided by the Soltara team
- 3. Respect the healing process of oneself and others in the group
- 4. Respect the personal boundaries of others in the group
- 5. Respect that everyone has their own unique experience and deserves space, peace, and quiet
- \*\*\* Important: Please refrain from vocalizing your experience or touching other people during ceremonies. \*\*\*
- 6. Respect all guests and staff. Note: We maintain a zero-tolerance policy against sexual harassment.
- 7. Engaging in sexual activity, including with oneself or even between married couples, is prohibited.

Violation of any of these rules may result in a warning or immediate expulsion from the center without reimbursement, at the discretion of a member of the facilitation team.

#### The Intolerable Offenses

- 1. Sexual harassment towards guests or staff, including verbal/non-verbal insinuation and direct physical contact.
- 2. Behavior that puts your own or others' safety at risk, including carrying travel tools such as pocket/utility knives.
- 3. Persistent disruptive behavior inside or outside of ceremony that discomforts other guests or significantly interferes with their healing process.

- 4. Leaving the ceremony before it concludes, whether or not you have partaken of the brew.
- 5. Bringing any form of recording equipment, including a mobile phone, into the ceremony.
- 6. Usage of any substances (with the exception of tobacco), recreational or otherwise, without the explicit consent of the Director of Retreats and/or lead facilitator, including painkillers, anti-diarrhea or any other medication, plant or pharmaceutical.
- 7. Leaving the Soltara grounds without prior arrangement or explicit consent from the Director of Retreats and/or lead facilitator.

The Participant agrees that violating any of the above intolerable offenses could result in immediate expulsion without question and without refund, entirely at the sole discretion of Soltara Healing Center staff. Any additional travel fees incurred will be the responsibility of the Participant.

## **INITIALS REQUIRED - Fitness to Participate**

The Participant acknowledges and agrees to the following:

| 1. All known physical limitations, medical ailments, and physical or mental disabilities have been fully disclosed. If required, the Participant has or will obtain a medical examination and clearance prior to arrival. <b>Initials:</b>   |
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| 2. They will abstain from all other psychoactive substances during their stay, except tobacco, including but not limited to: prescription medications, recreational drugs, or other plant medicines/psychedelics (unless explicit consent is given by the medical intake team, Director of Retreats or lead facilitator). <b>Initials:</b> |
| 3. They are not currently taking or have not taken any medication (including SSRIs) for the past two weeks that were not explicitly known and approved during the intake process <b>Initials:</b>  |
| 4. They do not have any preexisting heart ailments, and any respiratory ailments (e.g., asthma) have been cleared by Soltara. <b>Initials:</b>   |
| 5. They do not have any preexisting mental health conditions such as Bipolar Disorder, Schizophrenia, or Psychosis. <b>Initials:</b>   |
| 6. They understand that consumption of ayahuasca has in the past resulted in injury or death. <b>Initials:</b>   |
| 7. They understand that there are inherent risks of being in a wilderness environment that may cause injury or death. <b>Initials</b> :  |
| 8. They accept all risk associated with the consumption of ayahuasca or other natural medicines offered at Soltara Healing Center. <b>Initials:</b>  |

| 9. They acknowledge that they may feel worse (mentally, physically, emotionally) during or after as part of their process working with ayahuasca. <b>Initials:</b>  |  |  |  |  |
|---|--|--|--|--|
| 10. They acknowledge that Soltara Healing Center cannot accept responsibility for theft or damage to belongings. <b>Initials:</b>   |  |  |  |  |
| 11. In the unlikely event of a psychotic episode or adverse reaction to ayahuasca medicine, they agree that Soltara reserves the right to offer care and emergency protocol as deemed fit by the facilitation team, with the support of the next of kin or the emergency contact. This may include, but is not limited to, the use of anti-psychotic medication, the ability to retain the guest onsite for monitoring beyond the end of their retreat, and liaising with local emergency medical and hospital facilities. <b>Initials:</b> |  |  |  |  |
| 12. To maintain the group container, guests agree to participate in all ceremonies throughout the retreat (whether or not they drink ayahuasca). Guests may attend the ceremony without drinking the medicine, however, if a guest decides not to participate in the ceremony, they agree to leave without refund and pay for their own transfer. <b>Initials:</b>  |  |  |  |  |
| 13. The Organizer reserves the right to expel any guest without prior notice, responsibility for a refund, or providing accommodation outside of the retreat center. Should a Participant decide to leave a workshop prematurely, for any reason, the Organizer is not responsible for the reimbursement of monies or for any denouncements by the attendee. <b>Initials:</b>   |  |  |  |  |
| 14. If the Participant has provided incorrect information or obscured details, they understand that they may be endangering themselves and others. In such cases, they can be expelled from the retreat without question and without refund at the sole discretion of Soltara Healing Center staff. <b>Initials:</b>  |  |  |  |  |
| 15. The Organizer is not responsible for any decision made by the Participant to stop taking medication or for changing their medication schedule. The Organizer accepts no liability for any adverse effects from doing so. The Participant acknowledges that Soltara has advised them to seek medical advice and/or supervision from their prescribing doctor before reducing, ceasing, or changing any medication. <b>Initials:</b>  |  |  |  |  |
| 16. The Participant confirms that neither they nor anyone in their party is currently exhibiting any symptoms of COVID-19, including but not limited to:  |  |  |  |  |
| - Fever in the last 48 hours  |  |  |  |  |
| - Respiratory symptoms such as sore throat, cough, or shortness of breath   |  |  |  |  |
| - Flu-like symptoms such as muscle aches, chills, and severe fatigue  |  |  |  |  |
| - Changes in sense of taste or smell  |  |  |  |  |
| Initials:   |  |  |  |  |

#### Full and Final Settlement

- 1. The Participant acknowledges and agrees that they have carefully read this Agreement, that they fully understand its content, and that they are freely and voluntarily executing the same.
- 2. By signing this Agreement, the Participant agrees to be forever prevented from suing or otherwise claiming against the Organizer for any property loss or personal injury that they may sustain while participating in or preparing for the noted activity.
- 3. The Participant has been given the opportunity and has been encouraged to seek independent legal advice prior to signing this Agreement.
- 4. This Agreement contains the entire agreement between the parties to this Agreement and the terms of this Agreement are contractual and not merely a recital.

## **Governing Law**

This Agreement will be interpreted in accordance with and governed by the laws of Costa Rica.

| The Participant has affixed their signat | cure below prior to the start of their participation at |
|--|---|
| Soltara Healing Center:                  |   |
|  |   |
|  |   |
|  |   |
| Print Participant Name                   | Participant Sign  |

We look forward to supporting you.

In Service,
The Soltara Team

