

# WAIVER AND RELEASE OF LIABILITY DISCLAIMER FORM

For the services and valuable consideration herein acknowledged as received \_\_\_\_\_ (the “Client”), It’s Your Life, LLC, a Texas limited liability company (the “Company”, and Kay Graham (the “Provider”), hereby enter into this Waiver and Release of Liability Agreement (this “Agreement”) effective \_\_\_\_\_ (the “Effective Date”) as follows:

## Liability

I, (The Client) \_\_\_\_\_ hereby releases *Kay Graham* (the “Practitioner”) from any liability or claims that could be made against her, concerning my mental and/or physical well-being during the work that has been outlined and agreed upon (now and in the future) by signing this form. This liability waiver is not intended to exclude or restrict liability caused by negligence as described under the Damages and Liability clause in this Agreement.

## Scope of Practice

I understand that *Kay Graham* (the “Practitioner”) is not a licensed physician, psychologist, or medical practitioner of any kind and that hypnotherapy should not be considered a replacement for the advice and/or services of a psychiatrist, psychologist, psychotherapist, or doctor.

## Participation

I give *Kay Graham* (the “Practitioner”) full permission to hypnotize me and to use Rapid Transformational Therapy® knowing that by participating fully in the process and by listening to my personalized recording for 21 days, I play an important role in my overall success.

## Guarantee

I understand that although Rapid Transformational Therapy® has an incredibly high success rate, *Kay Graham* (the “Practitioner”) cannot and does not guarantee any results since my own personal success depends on many factors and that *Kay Graham* (the “Practitioner”) has no control over, including my willingness and desire to effect the changes within myself. The Client also understands and acknowledges that the Services rendered are nontherapeutic hypnotism. The Company does not represent the Services as any form of health care or psychotherapy and makes no health claims for the Services.

**JURY TRIAL WAIVER. THE PARTIES BOTH IRREVOCABLY WAIVE THEIR RESPECTIVE RIGHT TO TRIAL BY JURY ON ANY CLAIM, DISPUTE, ACTION, PROCEEDINGS, OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, ARISING OUT OF THIS AGREEMENT. THIS WAIVER APPLIES TO ALL CLAIMS AND CAUSES OF ACTION BASED ON FEDERAL, STATE, OR LOCAL LAW INCLUDING, WITHOUT LIMITATION, CONTRACT CLAIMS, AND TORT CLAIMS, THIS WAIVER DOES NOT AFFECT ANY REMEDIES AVAILABLE UNDER ANY LAWS; RATHER THE PARTIES WAIVE ONLY THE RIGHT TO TRIAL BY JURY AND WILL PRESENT ANY CONTROVERSY INVOLVING THEM IN A BENCH TRIAL TO A JUDGE. THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**

## Choice of Law

This Agreement will be construed and enforced under the laws of the State of Texas. The Parties agree that all disputes arising out of or relating to this Agreement shall be subject to the exclusive jurisdiction and venue of the state courts sitting in Montgomery County, Texas, and the federal courts in the Southern District of Texas-Houston Division.

## Damages and Liability

Notwithstanding anything herein to the contrary, for any and all claims, causes, cause of actions, lawsuits, equitable claims, or arbitrations (collectively the "Actions"), arising out of or related to this Agreement, the total potential liability to Client by the Provider, Company, Company's employees, agents, or attorneys; and Company's affiliates' owners, employees, agents, or attorneys (the "Capped Parties") is capped for all purpose at the greater of \$500 or the total amount paid for Services under this Agreement (the "Cap") including but not limited to negligence, gross negligence, or intentional misconduct. Client agrees to waive the collective total of any damages or claims it otherwise would have against the Capped Parties above the amount of the Cap.

## Disclosures

By initialing in each space below, the Client agrees and understands that:

\_\_\_\_\_ Client is not a resident of Colorado, Washington, or Connecticut.

\_\_\_\_\_ Client has never been diagnosed with epilepsy, has no history of seizures, and does not take any medication for the treatment of any conditions related to epilepsy or seizures.

\_\_\_\_\_ The client acknowledges the Provider is not a licensed physician.

\_\_\_\_\_ The services provided are an alternative to any healing arts services licensed by any state.

\_\_\_\_\_ The Services provided are not licensed by the State of Texas or any other state.

\_\_\_\_\_ The Client acknowledges and understands that the Provider does not claim to cure or heal any condition, mental or physical.

\_\_\_\_\_ The services provided are non-therapeutic hypnotism based on the theories of Rapid Transformational Therapy.

\_\_\_\_\_ The Hypnotist is qualified to perform the Services by virtue of their education, training, and experience obtained through the instruction and study in the practical application of Rapid Transformational Therapy at the Marisa Peer School.

## Confidentiality

Each party acknowledges and agrees that the Services and the Recordings shall be held as confidential in perpetuity and not disclosed to any third party. Notwithstanding the foregoing, nothing in this

Agreement shall prohibit or restrict either party from lawfully (a) initiating communication directly with, cooperating with, providing information to, causing information to be provided to, or otherwise assisting in an investigation, inquiry, or legal process by any governmental or regulatory agency, entity, or official(s) (collectively, “Governmental Authorities”) regarding a possible violation of any law; (b) making any other disclosures that are protected under the whistleblowers provisions of any applicable law; (c) making a disclosure in the belief that any individual is in imminent danger to themselves or others; or (d) the Provider discussing as aspect of the Services with colleagues while keeping the name and identity of the Client confidential.

The client hereby warrants that he or she has read this agreement prior to execution and is fully familiar with the contents of this Agreement. The Agreement shall be binding on the agents and representatives, licenses, and sublicense, assigns, heirs and successors of the Client, Company, and Provider.

Complete Agreement

This agreement constitutes the final, complete Agreement between the Client, the Company, and the Provider regarding the matters contained in this Agreement. The Parties represent that they are not relying upon any oral promise in signing this Agreement, and the only promises relied on are those set forth in writing in this Agreement. This Agreement may be modified or amended only by a written instrument signed by both Parties.

IN WITNESS WHEREOF, the Company, the Provider, and the Client (or the Client’s guardian, as applicable) have executed this Agreement as of the Effective Date.

PROVIDER

\_\_\_\_\_  
Kay Graham

CLIENT

\_\_\_\_\_  
Signature  
PRINT  
\_\_\_\_\_

COMPANY

It’s Your Life, LLC  
A Texas Limited Liability Company  
By: \_\_\_\_\_  
Kay Graham, Owner