

# EXPERIENTIAL PARTICIPATION AGREEMENT & RELEASE

*Pocket Your Change Coaching and Consulting*

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## 1. Participant Information

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_

Emergency Contact Phone: \_\_\_\_\_

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## 2. Nature of Services & Professional Disclaimer

For purposes of this Agreement, “Facilitator” and “Released Parties” include JL Swanson LLC dba Pocket Your Change and its owner, employees, contractors, facilitators, volunteers, agents, representatives and affiliated personnel.

Participant understands that services provided by Facilitator are educational and experiential in nature and may include coaching, workshops, retreats, facilitated group experiences, outdoor activities, nature-based experiences and equine-assisted learning activities where applicable.

Facilitator is not acting as a physician, psychotherapist, psychologist, attorney, accountant, financial advisor or other licensed professional. Participation does not constitute medical care, mental health treatment, psychotherapy, legal advice, tax advice, financial or investment advice, diagnosis or crisis intervention services.

Participation is not a substitute for professional medical, psychological, legal, financial or other licensed services. Participant remains solely responsible for Participant’s own decisions, actions, wellbeing and outcomes arising from participation.

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## 3. Voluntary Participation

Participant understands that participation is voluntary and that Participant may discontinue participation at any time.

Participant further acknowledges responsibility for communicating any concerns, limitations or relevant physical conditions that could affect safe participation.

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## 4. Acknowledgment of Risks

Participant understands that participation in workshops, retreats, coaching sessions, outdoor activities, nature-based experiences and agritourism activities involves inherent risks that may result in bodily injury, illness, emotional distress, property damage or death. Such risks may include, but are not limited to:

- uneven terrain, trails, mud, holes or natural obstacles
- weather conditions including heat, cold, rain or storms
- outdoor and rural environmental hazards
- slips, falls or collisions
- physical exertion
- interaction with other participants
- emotional or interpersonal dynamics arising from facilitated group experiences
- food-related illness or allergic reactions
- acts or omissions of other participants

Participant knowingly and voluntarily assumes all risks associated with participation, whether known or unknown, foreseeable or unforeseeable, including risks arising from the ordinary negligence of Released Parties to the fullest extent permitted under North Carolina law.

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## 5. Agritourism & Outdoor Activity Acknowledgment

Participant understands that certain activities may qualify as agritourism activities under North Carolina law and may occur on farms, rural property or outdoor environments.

Participant acknowledges that inherent risks of agritourism and outdoor activities may include:

- natural land conditions and uneven terrain
- vegetation, wildlife and environmental conditions
- structures, gates, fences and equipment commonly found on rural property
- weather and changing environmental conditions
- the acts or omissions of other participants

***WARNING: Under North Carolina law, there is no liability for an injury to or death of a participant in an agritourism activity conducted at this agritourism location if such injury or death results from the inherent risks of the agritourism activity. Inherent risks of agritourism activities include, among others, risks of injury inherent to land, equipment, and animals, as well as the potential for you to act in a negligent manner that may contribute to your injury or death. You are assuming the risk of participating in this agritourism activity.***

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## 6. Food & Allergy Acknowledgment

Participant understands that food and beverages may be offered during certain activities, workshops or retreats. Participant acknowledges and agrees that:

- Participant is responsible for disclosing any allergies, dietary restrictions or medical conditions
- Facilitator cannot guarantee an allergen-free environment

- Participant voluntarily assumes risks associated with food consumption, including allergic reactions or food-related illness
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## 7. Release and Waiver of Liability

To the fullest extent permitted under North Carolina law, Participant releases, waives and discharges Released Parties from any and all claims, demands, liabilities, causes of action, damages, losses, costs or expenses arising from or related to Participant's participation in activities, including claims arising from the ordinary negligence of Released Parties.

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## 8. Participant Responsibilities & Safety Compliance

Participant agrees to:

- follow all instructions and safety guidance
- behave respectfully toward facilitators and other participants
- disclose relevant physical or medical limitations
- wear appropriate attire and footwear as directed, including closed-toe shoes where required
- refrain from participation while impaired by alcohol, drugs or other substances
- avoid reckless, unsafe or disruptive conduct
- immediately communicate safety concerns or discomfort

Facilitator reserves the right to suspend or terminate participation at any time due to unsafe conduct, impairment, harassment, disruption or failure to follow instructions.

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## 9. Medical Authorization & Insurance

In the event of illness, injury or medical emergency during participation, Participant authorizes Facilitator to obtain or arrange emergency medical care deemed reasonably necessary under the circumstances.

Participant understands that Facilitator is not responsible for providing medical care and that Participant is solely responsible for all medical expenses and treatment costs arising from participation, including any emergency medical services arranged on Participant's behalf.

Participant understands that Participant's own medical insurance, if any, shall be solely responsible for such expenses.

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## 10. Confidentiality & Group Participation

Facilitator intends to foster a respectful and confidential environment. However, Participant understands that confidentiality cannot be guaranteed in group settings and agrees to exercise discretion and respect regarding information shared by others.

Participant further understands that workshops and facilitated group experiences may involve emotionally challenging conversations, interpersonal dynamics and self-reflection. Participant remains solely responsible for Participant's own participation choices, emotional responses and personal wellbeing throughout the program.

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### *Additional Provisions (11-14) Applicable to Equine-Assisted Activities*

*Participant will engage in equine-assisted activities during this program.*

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## 11. Equine Activity Acknowledgment

Participant understands that equine-assisted activities involve inherent and unpredictable risks that may result in bodily injury, emotional distress, property damage, permanent disability or death.

Participant understands such risks may include, but are not limited to:

- unpredictable behavior or reactions of horses
- kicking, biting, stepping, striking or sudden movement
- falls or collisions
- sounds, weather, movement or environmental factors affecting horse behavior
- interaction with other horses or participants
- movement throughout barns, pastures, arenas or farm property

Participant knowingly and voluntarily assumes all risks associated with participation in equine-assisted activities.

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## 12. Participant Safety Responsibilities

Participant agrees to:

- follow all horse safety instructions
- avoid approaching or handling horses without permission
- wear appropriate footwear and attire
- immediately report unsafe conditions or concerns
- refrain from reckless or disruptive behavior around horses

Participant understands that horses are inherently unpredictable animals and that no representation or guarantee can be made regarding the behavior of any horse.

Facilitator reserves the right to terminate participation at any time due to unsafe conduct or failure to follow instructions.

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## 13. North Carolina Equine Activity Liability Notice

***WARNING: Under North Carolina law, an equine activity sponsor or equine professional is not liable for an injury to or the death of a participant in equine activities resulting exclusively from the inherent risks of equine activities. Chapter 99E of the North Carolina General Statutes.***

## 14. Equine Release

Participant releases and discharges JL Swanson LLC dba Pocket Your Change and all Released Parties from claims arising from participation in equine-assisted activities, including claims arising from ordinary negligence, to the fullest extent permitted under North Carolina law.

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## 15. PHOTO & MEDIA CONSENT

I authorize Facilitator to use photographs, video recordings or audio recordings taken during activities for educational, promotional, marketing or social media purposes without compensation.

YES — I grant permission

NO — I do not grant permission

Participant Initials: \_\_\_\_\_

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## 16. Indemnification

Participant agrees to be responsible for damages, losses or claims arising from Participant's own negligent, reckless or intentional conduct during participation.

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## 17. Governing Law, Venue & Severability

This Agreement shall be governed by and interpreted according to the laws of the State of North Carolina.

Any disputes arising under this Agreement shall be resolved exclusively in the courts of Orange County, North Carolina.

If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

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## 18. Acknowledgment & Signature

Participant acknowledges that:

- Participant has carefully read and understands this Agreement
- Participant understands that legal rights are being waived
- Participant signs this Agreement voluntarily

Participant Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_