



Workshop Participant Agreement

Participant's Name (Print): _____

Workshop City: _____

Please carefully read this legally binding agreement between you (the participant) and BIRTHING FROM WITHIN LLC. Initial each paragraph, and sign, date and print your name at the bottom of the last page. If there is something you do not understand or do not agree to abide by, discuss it with the BFW Office or the Workshop Facilitator before signing this Agreement.

By signing this Agreement, I understand that attendance at any part of, or all of, this BIRTHING FROM WITHIN® Introductory Workshop prepares me to begin practicing the art of mentoring expectant parents using the BIRTHING FROM WITHIN exercises, pain-coping practices, and birth art process I learned during this/these workshops. *Initial:* _____

I understand that BIRTHING FROM WITHIN Workshop Facilitators have had extensive training and receive ongoing supervision to insure quality. Therefore I agree not to conduct BIRTHING FROM WITHIN trainings or workshops for professionals, para-professionals, or aspiring mentors/teachers, or to instruct or certify professionals, childbirth teachers or doulas any BIRTHING FROM WITHIN techniques and methods. I am allowed to present an in-service, limited to two hours, to share highlights of the Birthing From Within philosophy and methods learned during my Birthing From Within Workshop with the intention of introducing to, and clarifying for, professional peers and/or supervisors what I will be teaching pregnant couples. *Initial:* _____

I understand that the BIRTHING FROM WITHIN logos and name are Registered Trademarks. The right to use the name and logos, including officially calling classes and/or my services: "BIRTHING FROM WITHIN" is reserved for Mentors/Doulas who are enrolled in and actively involved in the BIRTHING FROM WITHIN Mentor/Doula Certification Programs and have paid their annual dues. Unless I am enrolled in and actively involved in the BIRTHING FROM WITHIN Mentor/Doulas Certification Program and have paid my annual dues, I agree that I will not identify my childbirth classes or doula services as "BIRTHING FROM WITHIN Childbirth Classes/Doula Services." However, I may use, as a subtitle in materials promoting my classes, phrases such as, "offers elements of" or "based on" the *BIRTHING FROM WITHIN* book, philosophy, and approach; and in my personal biography, I may state I have taken a BIRTHING FROM WITHIN Workshop/Training. I understand that BIRTHING FROM WITHIN LLC offers workshops, supervision, and ongoing support to Active Mentors and Doulas, and that BIRTHING FROM WITHIN LLC, its Facilitators, and any other representatives do not employ or guarantee employment to workshop participants, nor will BIRTHING FROM WITHIN organize or promote my business. *Initial:* _____

I understand that I am allowed to freely excerpt one quote from *Birthing From Within* (the book), or from any BIRTHING FROM WITHIN publications or promotional materials, in my brochure or other promotional materials. I agree to credit the rightful author(s) of any quote I use in my materials. If more than one quote is excerpted, I agree to obtain written permission from Partera Press and/or Pam England and/or BIRTHING FROM WITHIN LLC. I understand that *ALL* images and words in all BIRTHING FROM WITHIN materials, including but limited to: the *BIRTHING FROM WITHIN* Book, Mentor Cookbook, Mentor HomeStudy and Journal, Parent Keepsake Journal, audio CDs, and website are protected by copyright and cannot be reproduced in *any* form, electronic or mechanical (including photo-copying or scanning), without written permission from their owner, BIRTHING FROM WITHIN LLC. *Initial:* _____

I respectfully understand that the stories, experiences, and birth-art of other workshop participants, parents, and professionals are strictly confidential and are shared as a gift to support my training. Unless permission is granted, I agree to refrain from naming and/or sharing verbally or in writing, any personal or identifying information expressed in the workshop. *Initial:* _____

I understand that BIRTHING FROM WITHIN LLC accepts no responsibility, in whole or in part, for loss, damage or injury to person or property of any nature whatsoever, caused to me or others while participating in this Introductory workshop or related to any activities resulting from my participation, including my professional services to the public, including doula services, childbirth classes, or consultations. I hereby acknowledge that I am aware that there may be risks associated with attending this workshop, and I am voluntarily participating in this workshop. I agree to release, waive, discharge, indemnify, and hold harmless BIRTHING FROM WITHIN LLC from and against any claims, costs, and expenses which I, or any other person, may have for any losses, damages, or injuries arising out of or in connection with my participation in this workshop, with my doula services, or my childbirth education classes. BIRTHING FROM WITHIN LLC is not responsible for my current or future use of any processes, skills, techniques or products that I use with my clients. *Initial:* _____

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I understand and agree to the following: In the event that any dispute arises between the parties in relation to this Agreement, or out of this Agreement, and the dispute is not resolved by negotiation, the parties agree to submit the dispute to mediation or arbitration. The parties further agree that their participation in mediation or arbitration is a condition precedent to any party pursuing any other available remedy in relation to the dispute. If either party to this Agreement breaches or attempts to breach any of the terms hereof, that party shall pay to the prevailing party as part of a judgment all of the prevailing party's costs and expenses, including reasonable legal fees, incurred by that party in enforcing the terms of this Agreement. *Initial:* _____

This Agreement and the exhibits attached hereto contain the entire agreement of the parties with respect to the subject matter of this Agreement, and supersede all prior negotiations, agreements and understandings with respect thereto. This Agreement may only be amended by a written document duly executed by all parties. This agreement shall be interpreted under the laws of the State of California. Any litigation under this agreement shall be resolved in the trial courts of Los Angeles County, State of California. *Initial:* _____

In signing below, I am consenting to abide by all the terms of this Agreement. I have retained a copy of this Agreement for my records and submitted another signed copy BIRTHING FROM WITHIN LLC.

Participant Name (print legibly) Participant's Signature Today's Date

Title of Workshop Attended City/State Facilitator(s) Names