

**RELEASE OF LIABILITY, ASSUMPTION OF RISKS, WAIVER,
INDEMNITY AND MEDICAL & MEDIA CONSENT**

Retreat / Conference / Charity Event and Activities _____ Date of Event: _____

Name _____ Date of Birth: _____

Address: _____

Email: _____

PLEASE READ CAREFULLY: THIS IS A LEGALLY ENFORCEABLE WAIVER OF RIGHTS

In consideration for the permission and opportunity to participate in the Retreat, Conference, Summit, Workshop and/or Charity Event and Activities as designated above (collectively, the “Event”) as well as all activities associated with the Event (“Activities”) and as an express inducement to permit my participation therein, I do hereby voluntarily and knowingly execute this Release of Liability, Assumption of Risks, Waiver, Indemnity and Medical & Media Consent. This Form must be completed prior to participation in the Event and Activities identified herein.

1. ASSUMPTION OF RISK

I, _____, acknowledge that I have voluntarily applied to participate in the Event and Activities produced, hosted, and/or sponsored by MyndStyle, Inc. and do execute this Agreement in favor of MyndStyle, Inc., its owners, officers, shareholders, members, employees, and/or agents, including, but not limited to its contracted coaches, speakers, assistants, volunteers, vendors, sponsors, and any third party or entity contracting for the Event/Activities, including the venue/facility in which the Event/Activities is/are being held and/or conducted (hereinafter collectively referred to as “MyndStyle”). I represent and warrant that I am over the age of eighteen years.

I acknowledge I am voluntarily participating in the Event/Activities. To the extent my participation in the Event and Activities require travel of any kind, I acknowledge that travel involves numerous risks and dangers including, but not limited to, a risk of illness, injury or death, which may be caused by: forces of nature, civil unrest, terrorism, road conditions, injuries inflicted by animals, insects, reptiles or plants, trails, hotels, vehicles, boats or other means of conveyance; high altitude accident, accident or illness, all of which may be beyond the reasonable control of MyndStyle, I acknowledge injury may result without access to means of rapid evacuation or the availability of medical supplies; and the lack of adequacy of medical attention once provided. To the greatest extent permitted by law, I hereby fully assume the risk of participating in the Event.

I acknowledge that the Event and Activities may include activities that have inherent risks of injury or death and that MyndStyle cannot and has no obligation to mitigate and/or remove all risk from the activities. I acknowledge that I knowingly and voluntarily participate in the Event and Activities being fully aware of such

risks, and that I knowingly and voluntarily assume the risk of all injury of any kind, including the risk of death associated with participation in the Event/Activities.

I HEREBY ACCEPT ANY AND ALL RISK OF INJURY AND DAMAGE OF EVERY KIND ASSOCIATED WITH PARTICIPATION IN THE EVENT/ACTIVITIES, INCLUDING THE RISK OF BODILY INJURY AND DEATH: _____.

2. RELEASE / WAIVER / INDEMNIFICATION / MEDICAL & MEDIA CONSENT

A. Release / Waiver. In consideration of MyndStyle's willingness to permit my participation in the Event/Activities, and as an express condition thereof, I have executed and give the following release, waiver and consent. By my signature hereto, I acknowledge my understanding of the risks and dangers associated with participation in the Event/Activities. These risks of injury include, but are not limited to physical injury, partial and/or total disability, paralysis and even death. I acknowledge that the Event and Activities may involve physical exertion and in that regard, I affirm and attest that I am sufficiently physically fit to participate in the Event/Activities, and/or have trained for the Event/Activities, that I do not suffer from a known medical condition that would impair my ability to participate in the Event/Activities, that I am aware of the difficulty of the Event/Activities, including the physical challenges which may exist and/or be a part of the Event/Activities and have prepared and attired myself accordingly. I have voluntarily registered to participate in one or more of the Event(s)/Activities, and by doing so, voluntarily execute this release, waiver and consent as a material inducement to MyndStyle to permit my participation in and to the Event/Activities. In consideration of MyndStyle's acceptance of my registration and voluntary participation in the Event/Activities, I, my heirs, assigns, executors, attorneys and administrators forever and fully, to the greatest extent permitted by Law, waive and release any and all rights and claims for damages I may have against MyndStyle from any and all injuries or damages to person or property, including death, I may suffer while participating in the Event/Activities.

B. Indemnity. I further agree to defend, indemnify, and hold harmless MyndStyle from any and all liability of any kind, whether in law or in equity, whether caused by negligence of MyndStyle, the condition of the venue, facility, premises, or otherwise, from any and all claims, judgments, losses, liabilities, costs and expenses (including, without limitations attorneys' fees and costs) arising out of or connected with my participation in the Event, including, but not limited to claims for personal injury or death, accidents, illnesses and property loss or damage that I might incur or sustain during my participation in the Event, including any Activities associated with the Event, and/or incurred traveling to or from the Event, whether or not the Event and/or Activities actually occur. I agree to protect, defend, indemnify and hold MyndStyle harmless from and against any and all claims, actions, demands, losses, suits, procedures, liabilities, costs, or other damages including court costs and attorneys' fees, arising from any injury to, or death, to the undersigned, or any other persons, or damage to, or destruction of, property arising from, or in connection with my participation in the Event, including but not limited to all damage to third parties occasioned by, incident to, arising out of, or in connection with my participation in the Event.

C. Professional Advice. In connection with my enrollment in a MyndStyle Event/Activities, I affirm that I have been advised of, and fully agree that all information provided to me during the Event/Activity is provided for the purpose of information only and is not intended to be relied upon as legal, business, medical, therapeutic, and/or any other professional advice (hereinafter "Advice"). I further agree that my attendance at the Event and/or Activities has not created, nor was intended to create a doctor, lawyer, consultant, therapist or any other Professional client relationship between myself and any professional providing information at the Event and Activities and that no advice or treatment has been given or received. I further agree that if advice or treatment is desired it is my responsibility to retain independent professional advice and/or treatment. For and in consideration of permitting my participation in the Event and Activities, I voluntarily release, discharge, waive and forever relinquish any and all actions or causes of action for damages occurring to me, my heirs, executors and assigns, arising as a result of receiving instruction during the Event and Activities. I, for myself and my heirs, executors, or assigns, release, waive, discharge and relinquish any action or causes of action whatsoever

which may later arise, and I agree that under no circumstances will I or my heirs, executors, or assigns, prosecute or present any claims for damages against MyndStyle, or any presenter at its Event and Activities for any cause of action arising out of the MyndStyle Events/Activities, whether the same shall arise by the negligence of any person or otherwise. I, my heirs, executors, and/or assigns, personal representatives and/or my estate shall indemnify and save harmless MyndStyle from any and all claims or causes of action, whomever and wherever made or presented for damages, including the cost and expense of defending the same arising from my participation in the program Activity. I acknowledge that I have read the above, have been fully and completely advised that I am not receiving professional advice and/or treatment at the MyndStyle Event and Activities. No refund shall be provided in the event a presenter, coach, instructor or anyone else advertised as attending, presenting or leading at the MyndStyle Event/Activities cancels for any reason.

D. Medical Consent. In the Event and Activities of injury in which I am unable to communicate my medical condition and/or consent to treatment, I hereby expressly authorize an authorized representative of MyndStyle to consent and authorize all necessary medical attention, treatment, surgery or administration of drugs by qualified and licensed medical personnel, which may become necessary by my participation in the Event/Activities . In the alternative, I hereby authorize the director of an Event and Activity which I am participating, or his/her agent to consent and authorize all necessary medical attention, treatment, surgery or administration of drugs by qualified and licensed medical personnel, which may become necessary by my participation in the Event/Activity. I agree to assume all expenses associated with and/or arising from any such treatment.

E. Media Consent. I authorize MyndStyle to record my picture and voice on photographs, films and audio and videotapes, to edit these recording at its discretion, and to incorporate these recordings into movie and sound films or audio and videotapes, broadcasts (radio and television, including cable and satellite transmissions) programs, or otherwise, and to use and license other to use such recordings movies and sound films and audio and videotapes and broadcast programs in any manner of media whatsoever, including unrestricted use for purposes of publicity, advertising and sales promotion and to use my name, likeness, voice and biographic or other information in connection with same. I further agree to indemnify and save harmless MyndStyle, its licensees, agents, successors and assigns, from any and all claims and liability for damages, losses or expenses of any sort arising from the making of such recordings and their use. I further acknowledges that, except for the consideration set forth herein, there are no promises of any compensation for such use by MyndStyle or by anyone associated with MyndStyle and, that MyndStyle exclusively owns all rights to these recordings regardless of the form in which they are produced or used. I irrevocably grant to MyndStyle, the right to distribute, transmit, publish, copy, or otherwise exploit, either in whole or in part, either digitally or in any other medium now known or later discovered, the photographs, videos, recording and or other medium of my likeness made during my participation in the Event and Activities(the "Images"). I understand and agree that the Images may be used and exploited without identifying me as their subject. I release and discharge MyndStyle and its agents, representative, and assignees from any claim or cause of action, now know or later discovered, for, among other things, invasion of privacy, right of publicity, and defamation arising out of the use and exploitation of the Images.

I HEREBY ACKNOWLEDGE I HAVE READ AND UNDERSTAND THE FORGOING, AND BY MY INITIALS HERETO ACCEPT THE TERMS OF THE FORGOING RELEASE, WAIVER, INDEMNIFICATION AND MEDICAL & MEDIA CONSENT: _____

3. ARBITRATION

For purposes of this Waiver of Jury Trial and Arbitration Provision (hereinafter the "Arbitration Provision"), the words "dispute" and "disputes" are given the broadest possible meaning and include, without limitation (a) all claims, disputes, or controversies arising from or relating directly or indirectly to the signing of this Arbitration Provision, the validity and scope of this Arbitration Provision and any claim or attempt to set aside this Arbitration Provision; (b) all federal or state law claims, disputes or controversies arising from or relating directly or indirectly to this Agreement (including the Arbitration Provision), the information given to me

before entering into this Agreement; (c) all counterclaims, cross-claims and third-party claims; (d) all common law claims, based upon contract, tort, fraud, or other intentional torts; (e) all claims based upon a violation of any state or federal constitution, statute or regulation; (f) all claims asserted by any person to this Agreement, including claims for money damages to collect any sum claimed due; (g) all claims asserted against any party to this agreement including employees, agents, directors, officers, or shareholders, (hereinafter collectively referred to as "related third parties"), including claims for money damages and/or equitable or injunctive relief; (h) all claims asserted on my behalf by another person; (i) all claims asserted by me as a representative and member of a class of persons, or in any other representative capacity, against MyndStyle and/or related third parties (hereinafter referred to as ("Representative Claims")); and/or (j) all claims arising from or relating directly or indirectly to the disclosure by MyndStyle or related third parties of any non-public personal information about you.

A. I acknowledge and agree that by entering into this Arbitration Provision:

(i) I AM WAIVING MY RIGHT TO HAVE A TRIAL BY JURY TO RESOLVE ANY DISPUTE ALLEGED AGAINST MYNDSTYLE OR RELATED THIRD PARTIES;

(ii) I AM WAIVING MY RIGHT TO HAVE A COURT, OTHER THAN A SMALL CLAIMS TRIBUNAL, RESOLVE ANY DISPUTE ALLEGED AGAINST MYNDSTYLE OR RELATED THIRD PARTIES; and

(iii) I AM WAIVING MY YOUR RIGHT TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, AND/OR TO PARTICWATE AS A MEMRER OF A CLASS OF CLAIMANTS, IN ANY LAWSUIT FILED AGAINST MYNDSTYLE AND/OR RELATED THIRD PARTIES.

B. All disputes including any Representative Claims against MyndStyle and/or related third parties shall be resolved by binding arbitration only on an individual basis with me. **THEREFORE, THE ARBITRATOR SHALL NOT CONDUCT CLASS ARBITRATION; THAT IS, THE ARBITRATOR SHALL NOT ALLOW ME TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY FOR OTHERS IN THE ARBITRATION.**

C. Any party to a dispute, including related third parties, may send the other party written notice by certified mail return receipt requested of their intent to arbitrate and setting forth the subject of the dispute along with the relief requested, even if a lawsuit has been filed. Regardless of who demands arbitration, I shall have the right to select either of the following arbitration organizations to administer the arbitration: the American Arbitration Association (1-800-776-7679) <http://www.adr.org> or National Forum (1-800-474-2371) <http://www.arb-forum.com>. However, the parties may agree to select a local arbitrator who is an attorney, retired judge, or arbitrator registered and in good standing with an arbitration association and arbitrate pursuant to such arbitrator's rules. The party receiving notice of arbitration will respond in writing by certified mail return receipt requested within twenty (20) days. If I demand arbitration, I shall inform MyndStyle in my demand of the arbitration organization I have selected or whether I desire to select a local arbitrator, if related third parties or we demand arbitration, I must notify MyndStyle within twenty (20) days in writing by certified mail return receipt requested of my decision to select an arbitration organization or my desire to select a local arbitrator. If I fail to notify MyndStyle, then MyndStyle has the right to select an arbitration organization. The parties to such dispute will be governed by the rules and procedures of such arbitration organization applicable to consumer disputes, to the extent those rules and procedures do not contradict the express terms of this Agreement or the Arbitration Provision, including the limitations on the arbitrator below. I may obtain a copy of the rules and procedures by contacting the arbitration organization above.

D. Regardless of who demands arbitration, I will advance my portion of the expenses associated with the arbitration, including the filing, administrative, hearing and arbitrator's fees ("Arbitration Fees"). Throughout

the arbitration, each party shall bear his or her own attorney's fees and expenses, such as witness and expert witness fees. The arbitrator shall apply applicable substantive law consistent with the FAA, and applicable statutes of limitation, and shall honor claims of privilege recognized at law. **The arbitration hearing will be conducted in Fayette County Kentucky, or within 30 miles from such county.** The arbitrator may decide, with or without a hearing, any motion that is substantially similar to a motion to dismiss for failure to state a claim or a motion for summary judgment. In conducting the arbitration proceeding, the arbitrator shall not apply any federal or state rules of civil procedure or evidence. If allowed by statute or applicable law, the arbitrator may award statutory damages and/or reasonable attorneys' fees and expenses. If the arbitrator renders a decision or an award in my favor resolving the dispute, then I will not be responsible for reimbursing MyndStyle for its portion of the Arbitration Fees, and MyndStyle will reimburse me for any Arbitration Fees I have previously paid. If the arbitrator does not render a decision or an award in my favor resolving the dispute, the arbitrator shall require that I reimburse MyndStyle for the Arbitration Fees it has advanced, not to exceed the amount which would have been assessed as court costs if the dispute had been resolved by a state court with jurisdiction, less any Arbitration Fees I have previously paid. At the timely request of any party, the arbitrator shall provide a written explanation for the award. The arbitrator's award may be filed with any court having jurisdiction.

E. All parties, including related third parties, shall retain the right to seek adjudication in a small claims tribunal for disputes within the scope of such tribunal's jurisdiction. Any dispute, which cannot be adjudicated within the jurisdiction of a small claims tribunal, shall be resolved by binding arbitration. Any appeal of a judgment from a small claims tribunal shall be resolved by binding arbitration. In the event of default by me, MyndStyle shall be entitled to recover its costs, expenses and attorneys fees incurred in recovery and/or enforcement of this agreement.

F. This Arbitration Provision shall be governed by the arbitration laws of the Commonwealth of Kentucky.

G. This Arbitration Provision is binding upon and benefits me, my respective heirs, successors and assigns. The Arbitration Provision is binding upon and benefits MyndStyle, its successors and assigns, and related third parties. The Arbitration Provision continues in full force and effect, even if my obligations have been prepaid, paid or discharged through bankruptcy. The Arbitration provision survives any termination, amendment expiration or performance of any transaction between me and MyndStyle and continues in full force and effect unless the parties otherwise agree in writing.

4. INTEGRATION / JURISDICTION / VENUE

This is an integrated Agreement and no modification hereto shall be effective to vary the terms of this Agreement unless executed in writing by the parties. If any provision of this agreement shall be deemed unenforceable, the remaining provisions of this Agreement shall remain in full force and effect. This agreement, including the forgoing arbitration provision of the Agreement, shall be deemed to have been entered into in and shall be construed according to the laws of the **COMMONWEALTH OF KENTUCKY**. In the unlikely event a legal dispute should arise involving any subject matter whatsoever, I agree that the exclusive venue for any legal action shall Fayette County Kentucky.

5. KNOWING AND VOLUNTARY EXECUTION

I have carefully read and fully understand the contents of this agreement. I am aware, that this is a release of liability and a legally binding and enforceable contract between myself and MyndStyle. I warrant the above information is complete and correct. I have completely read and fully understand the above Release of Liability, Assumption of Risks, Waiver, Indemnity and Medical & Media Consent, understand all of its terms, and understand that I am forfeiting certain important legal rights, including the right to sue by executing this Agreement. I acknowledge that I am signing this agreement freely and voluntarily.

EXECUTED THIS _____ **DAY OF** _____ **20** _____

SIGNATURE _____

PRINT NAME AS SIGNED _____