

The NeuroAffective Touch® Institute
Assistant General Release, Liability Waiver, and Indemnification Agreement

BY CLICKING THE “I AGREE” BUTTON BELOW, ASSISTANT HEREBY ACKNOWLEDGES THAT HE/SHE HAS CAREFULLY READ AND UNDERSTOOD EACH OF THE PROVISIONS OF THIS RELEASE, INCLUDING THE ASSUMPTION OF RISK AND RELEASE OF LIABILITY. SHE/HE IS FULLY COMPETENT, AT LEAST EIGHTEEN (18) YEARS OF AGE, AND EXECUTES THIS RELEASE VOLUNTARILY AND INTENDING TO BE FULLY BOUND. ASSISTANT AGREES AND ACCEPTS THE TERMS HEREOF IN THEIR ENTIRETY AS OF THE EFFECTIVE DATE.

For and in consideration of permitting you (“**Assistant**”) to enroll, engage, and participate in The NeuroAffective Touch® Training and its sessions, meetings, demonstrations, and/or consultations, and incidental activities and instruction thereto (collectively, “**Training**”) given by The NeuroAffective Touch® Institute (“**Company**”) or any of its employees, independent contractors, teachers, instructors, assistants, agents, or representatives (collectively, “**Instructors**”); to use any of the premises, facilities, and/or Company’s equipment and/or property thereon (collectively, “**Facilities**”); and/or to be photographed or recorded (on film, tape, digital recording, or otherwise) in connection with Training, beginning on the date Assistant clicks the “I AGREE” button below (“**Effective Date**”) and continuing thereafter, Assistant agrees to this General Release, Liability Waiver, and Indemnification Agreement (“**Release**”) as follows:

1. **Release from Liability.** Assistant, for himself/herself, his/her heirs, children, next-of-kin, assigns, successors, executors, administrators, representatives, agents (collectively, “**Releasing Parties**”), hereby voluntarily, fully, and forever releases, discharges, waives, relinquishes, indemnifies, and holds Company, along with its Instructors, affiliates, predecessors, successors, parents, subsidiaries, consultants, owners, directors, officers, clients, and/or assigns (collectively, “**Released Parties**”) harmless, forever and unconditionally, from any claim, count, cause of action, suit, demand, loss, cost, injury, liability, or damage (including without limitation attorneys’ fees and related costs), in law or equity, known or unknown, existing or claimed to exist (each, a “**Claim**”) that arises out of or relates to any personal injury, temporary or permanent disability, death, bodily injury, and/or property damage (collectively, “**Potential Injuries**”) that Assistant and/or Assistant’s property may suffer while participating in Training, using any of Facilities; or relating to libel, slander, violation of any right of publicity, or privacy (collectively, “**Privacy**”) in connection with any photographs or recordings as stated herein. Assistant acknowledges and agrees that this Release is intended to be, and is, a complete release of responsibility of Company and its Released Parties for any and all Claim for Potential Injuries sustained by Assistant while engaging in Training, using Facilities, or relating to Privacy.
2. **Assumption of Risk.** Assistant understands that his/her participation in Training, use of Facilities, and/or Privacy may involve some risk of Potential Injuries from time to time that Assistant appreciates. Assistant understands that on his/her own will and volition that he/she is voluntarily engaging in any such activities and/or use, some of which may be considered hazardous, and that he/she assumes full responsibility and liability for any Potential Injuries that he/she or his/her property may sustain as a result thereof, known or unknown, whether caused by the negligence or otherwise by Company, Released Parties, or himself/herself, including, without limitation, as a result of negligent or delayed medical service, negligent instruction, negligent supervision, and/or negligent training. Assistant understands and accepts any health risk to himself/herself,

and any health risk should she be pregnant or may be pregnant to her unborn child as illness, stress, and other periods of significant personal difficulty can present a health risk. Assistant hereby represents and warrants that, to the best of his/her actual or constructive knowledge, there is no reason, medical or otherwise, that would make any such participation or use unusually hazardous for him/her personally or to her unborn child should she be pregnant or may be pregnant. **ASSISTANT HEREBY VOLUNTARILY AND FREELY ACCEPTS FULL RESPONSIBILITY AND LIABILITY FOR ANY DANGERS AND/OR RISK OF POTENTIAL INJURIES DUE TO NEGLIGENCE OR OTHERWISE OF ASSISTANT, COMPANY, OR RELEASED PARTIES IN RELATION TO TRAINING, FACILITIES, OR PRIVACY.**

3. **Use of Facilities.** Assistant agrees that he/she will be responsible for the proper use and care of Facilities; and that he/she will be liable for the replacement cost of any of Facilities that is damaged, destroyed, or lost.
4. **Informed Consent for Bodywork.** Assistant understands that during the performance of Training, Instructors may periodically monitor Assistant's performance and/or assess Assistant's feelings of effort for the purposes of monitoring Assistant's progress. Assistant understands and consents that during the performance of Training, physical touching and positioning of Assistant's body may be necessary to engage in certain demonstrations and activities of Training including, without limitation, to ensure that Assistant is using proper technique and/or body alignment. Assistant expressly consents to the physical contact by Instructors for these reasons.
5. **Participation in a Demonstration.** Assistant understands and agrees that if participation in Training as a subject of a demonstration or other activity, he/she does so voluntarily and at his/her own risk. Assistant understands and agrees that the demonstration session or other activity may include questions about his/her personal trauma history and/or emotional, psychological, and physical symptoms that he/she may be experiencing. Assistant understands and agrees that he/she is under no obligation to participate in the demonstration or other activity, that he/she may refuse to answer any question during a demonstration or other activity, and/or that he/she may pause or discontinue his/her participation in the demonstration or other activity at any time at his/her sole discretion. Assistant understands that, by participating in a demonstration or other activity, Assistant does not object to potential disclosure of protected health information under the Health Insurance Portability and Accountability Act of 1996. Assistant understands and agrees that Company is not liable to or responsible for his/her participation or involvement in any demonstration or other activity, and that he/she accepts that any result or no result may occur due to his/her participation or involvement in the demonstration or other activity.
6. **Medical Treatment.** In the event of an emergency, Assistant hereby authorizes Company to secure from any licensed hospital, physician, or licensed medical personnel any treatment deemed reasonable and necessary for Assistant's immediate care. Assistant agrees that he/she will be responsible for payment of any and all medical services rendered.
7. **Responsibility for Personal Property.** Assistant acknowledges and agrees that he/she is fully and solely responsible for any of his/her property and personal belongings that Assistant brings to Training and that Company will not be responsible for or provide any security for Assistant's property or personal belongings.

8. **Covenant Not To Sue.** Assistant agrees, for himself/herself, and all of his/her Releasing Parties, not to sue Company or Released Parties or initiate or assist in the prosecution of any Claim against Company or Released Parties, which Assistant or his/her Releasing Parties may have as a result of any Potential Injuries Assistant may sustain while participating in Training, using Facilities, or relating to Privacy.
9. **Indemnification.** Assistant hereby agrees to defend, indemnify, and hold harmless Company and Released Parties from and against any and all losses, damages, actions, suits, claims, judgments, settlements, awards, interest, penalties, expenses (including reasonable attorneys' fees) and costs of any kind for any personal injury, bodily injury, loss of life, or property damage sustained by reason of or arising out of Assistant's participation in Training; use of Facilities; or authorized or unauthorized audio, visual, audiovisual, or other recordings.
10. **Name and Likeness.** Assistant hereby grants to Company and to its licensees, assignees, and other successors-in-interest all rights of every kind and character whatsoever in perpetuity, throughout the universe, in and to Assistant's participation in connection with Training, including, without limitation, testimonial, review, biography and biographical information, appearance, name, likeness, and/or voice and the results and proceeds thereof (collectively, "**Participation**"), and Assistant hereby authorizes Company to photograph and record (on film, tape, digital recording, or otherwise) the Participation; to edit same at its discretion and to include it with the participation of others and with sound effects, special effects, and music; to incorporate same into the recording or photograph or not; to use and to license others to use such recordings and photographs in any manner or media whatsoever, including without limitation unrestricted use for purposes of publicity, advertising, and sales promotion; and to use Assistant's Participation in connection with Training or future trainings, and for any other purpose. Assistant agrees to waive any moral rights he/she may have in or to the Participation and photographs and recordings thereof. Assistant acknowledges that Company owns all rights to the results and proceeds of Assistant's services rendered in connection herewith and under no circumstances shall Assistant be entitled to restrain or in any way interfere with the distribution, exhibition, or exploitation of Training, the rights granted therein, or the use, publication, dissemination, or any advertising issued in connection therewith, and Assistant hereby irrevocably waives any right to equitable or injunctive relief.
11. **Intellectual Property.** All intellectual property, including, without limitation, NeuroAffective Touch® and NATouch™, is and shall remain the sole and exclusive property of Aline LaPierre.
12. **Governing Law; Venue; Severability.** Assistant expressly agrees that the Release is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion thereof is held illegal, invalid, or unenforceable, it is agreed that the remaining provisions or portions shall continue in full force and effect. Assistant agrees that the Release shall be constructed in accordance with and governed by the laws of the State of California, without regard to its internal conflicts of law principles. Assistant agrees that any action arising out of the Release must be brought exclusively in any state or federal court located in the County of Los Angeles, in the State of California.
13. **Waiver.** No waiver of any term or right in the Release shall be effective unless in writing, signed by the waiving party. The failure of any party to enforce any provision of the Release shall not be construed as a waiver or modification of such provision, or

impairment of its right to enforce such provision or any other provision of the Release thereafter.

14. **Survival.** Any provision of the Release providing for continued performance by either party shall survive and shall continue to be effective and enforceable.
15. **Entire Agreement; Modification; Binding Effect.** The Release is the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior agreement or communications between the parties, whether written, oral, electronic, or otherwise. No change, modification, amendment, or addition of or to the Release shall be valid unless in writing and signed by the parties. The Release shall be binding upon and inure to the benefit of the successors, assigns, and legal representatives of the parties.
16. **Acknowledgement.** Assistant acknowledges that he/she has read the foregoing paragraphs, has been fully and completely advised of the potential dangers incidental to Training, use of Facilities, and/or Privacy matters, and is fully aware of the legally binding consequences of signing the Release. Assistant agrees and acknowledges that he/she is under no pressure or duress to sign the Release.

ASSISTANT FURTHER UNDERSTANDS AND AGREES THAT CLICKING OR PRESSING ON THE "I AGREE" BUTTON IS THE ELECTRONIC EQUIVALENT OF A WRITTEN SIGNATURE ON THIS DOCUMENT.