

BY CLICKING THE **"I AGREE"** BUTTON BELOW, STUDENT HEREBY ACKNOWLEDGES THAT STUDENT HAS CAREFULLY READ AND UNDERSTOOD EACH OF THE PROVISIONS OF THIS RELEASE, INCLUDING THE ASSUMPTION OF RISK AND RELEASE OF LIABILITY.

STUDENT IS FULLY COMPETENT, AT LEAST EIGHTEEN (18) YEARS OF AGE, AND EXECUTES THIS RELEASE VOLUNTARILY AND INTENDING TO BE FULLY BOUND. STUDENT AGREES AND ACCEPTS THE TERMS HEREOF IN THEIR ENTIRETY AS OF THE EFFECTIVE DATE.

For and in consideration of permitting you ("**Student**") 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 Student clicks the "I AGREE" button below ("**Effective Date**") and continuing thereafter, Student agrees to this General Release, Liability Waiver, and Indemnification Agreement ("**Release**") as follows:

1. **Release from Liability.** Student, for themselves, their 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, loss of life, and/or property damage (collectively, "**Potential Injuries**") that Student and/or Student'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. Student 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 Student while engaging in Training, using Facilities, or relating to Privacy.
2. **Assumption of Risk.** Student understands that their participation in Training, use of Facilities, and/or Privacy may involve some risk of Potential Injuries from time to time that Student appreciates. Student understands that on their own free will and volition that Student is voluntarily engaging in any such activities and/or use, some of which may be considered hazardous, and that Student assumes full responsibility and liability

for any Potential Injuries that Student or their property may sustain as a result thereof, known or unknown, whether caused by the negligence or otherwise by Company, Released Parties, or themselves, including, without limitation, as a result of negligent or delayed medical service, negligent instruction, negligent supervision, and/or negligent training. Student understands and accepts any health risk to themselves, and any health risk should they be pregnant or may be pregnant to their unborn child as illness, stress, and other periods of significant personal difficulty can present a health risk. Student hereby represents and warrants that, to the best of their actual or constructive knowledge, there is no reason, medical or otherwise, that would make any such participation or use unusually hazardous personally or to their unborn child should they be pregnant or may be pregnant.

STUDENT HEREBY VOLUNTARILY AND FREELY ACCEPTS FULL RESPONSIBILITY AND LIABILITY FOR ANY DANGERS AND/OR RISK OF POTENTIAL INJURIES DUE TO NEGLIGENCE OR OTHERWISE OF STUDENT, COMPANY, OR RELEASED PARTIES IN RELATION TO TRAINING, FACILITIES, OR PRIVACY.

3. **Use of Facilities.** Student agrees that Student will be responsible for the proper use and care of Facilities; and that they will be liable for the replacement cost of any of Facilities that is damaged, destroyed, or lost.
4. **Informed Consent for Bodywork.** Student understands that during the performance of Training, Instructors may periodically monitor Student's performance and/or assess Student's feelings of effort for the purposes of monitoring Student's progress. Student understands and consents that during the performance of Training, physical touching and positioning of Student's body may be necessary to engage in certain demonstrations and activities of Training including, without limitation, to ensure that Student is using proper technique and/or body alignment. Student expressly consents to the physical contact by Instructors for these reasons.
5. **Participation in a Demonstration.** Student understands and agrees that if Student participates as a subject of a demonstration or other activity in Training, Student does so voluntarily and at their own risk. Student understands and agrees that the demonstration session or other activity may include questions about their personal trauma history and/or emotional, psychological, and physical symptoms that Student may be experiencing. Student understands and agrees that Student is under no obligation to participate in the demonstration or other activity, that Student may refuse to answer any question during a demonstration or other activity, and/or that Student may pause or discontinue their participation in the demonstration or other activity at any time at their sole discretion. Student understands that, by participating in a demonstration or other activity, Student does not object to potential disclosure of protected health information under the Health Insurance Portability and Accountability Act of 1996. Student understands and agrees that Company is not liable to or responsible for their participation or involvement in any demonstration or other activity, and that Student accepts that any result or no result may occur due to their participation or involvement in the demonstration or other activity.

6. **Medical Treatment.** In the event of an emergency, Student hereby authorizes Company to secure from any licensed hospital, physician, or licensed medical personnel any treatment deemed reasonable and necessary for Student's immediate care. Student agrees that Student will be responsible for payment of any and all medical services rendered.
7. **Responsibility for Personal Property.** Student acknowledges and agrees that Student is fully and solely responsible for any of their property and personal belongings that Student brings to Training and that Company will not be responsible for or provide any security for Student's property or personal belongings.
8. **Covenant Not To Sue.** Student agrees, for themselves, and all of their 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 Student or their Releasing Parties may have as a result of any Potential Injuries Student may sustain while participating in Training, using Facilities, or relating to Privacy.
9. **Indemnification.** Student hereby agrees to defend, indemnify, and hold harmless Company and Released Parties from and against any and all Claims, judgments, settlements, awards, interest, penalties, expenses (including reasonable attorneys' fees) and costs of any kind for any Potential Injuries or violation of Privacy sustained by reason of or arising out of Student's participation in Training; use of Facilities; or authorized or unauthorized audio, visual, audiovisual, or other recordings.
10. **Name and Likeness.** Student 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 Student'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 Student 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 Student's Participation in connection with Training or future trainings, and for any other purpose. Student agrees to waive any moral rights Student may have in or to the Participation and photographs and recordings thereof. Student acknowledges that Company owns all rights to the results and proceeds of Student's services rendered in connection herewith and under no circumstances shall Student 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 Student hereby irrevocably waives any right to equitable or injunctive relief.

11. **Intellectual Property.** All intellectual property, including, without limitation, NeuroAffective Touch® and NATouch™, and all printed, audio, video, digital, online, and other materials and documents or derivatives or copies or compilations thereof related to the Training and goodwill associated therewith is and shall remain the sole and exclusive property and proprietary information of Aline LaPierre and/or Company, and Student shall have no right, title, or any interest whatsoever in and to the intellectual property. Student agrees that such intellectual property is solely for Student's own personal and individual use. Student is not authorized to use any of Company's or Dr. LaPierre's intellectual property for any type of commercial purpose. Any disclosure of such intellectual property to a third party is strictly prohibited. Should Student desire to use Company's intellectual property in their own practice, such use shall be subject to a separate written licensing agreement between the parties.
12. **Unauthorized Recordings.** Student understands and agrees that Company shall not incur any liability or responsibility for the use, dissemination, or exploitation of any unauthorized photographs or recordings.
13. **Governing Law; Venue; Severability.** Student 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. Student 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. Student 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.
14. **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.
15. **Survival.** Any provision of the Release providing for continued performance by either party shall survive and shall continue to be effective and enforceable.
16. **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.
17. **Acknowledgement.** Student acknowledges that Student 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. Student agrees and acknowledges that Student is under no pressure or duress to sign the Release. Student represents and warrants that Student has the right, power, legal capacity, and authority to execute and enter into this Release.

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