

## **ORGANIC INTELLIGENCE MENTOR RELEASE**

I hereby agree to the following:

\* I am participating in an Organic Intelligence® Training (the “Training”) of my own will and volition and voluntarily agree to all the terms and conditions of this Informed Consent and Release Agreement (“Agreement”). I am not under the influence of alcohol or drugs at this time and am sufficiently qualified, trained and capable to participate in the Training and all Released Activities.

\* I understand and agree that I will be solely and exclusively liable for all my acts and omissions at all sessions, meetings, and consultations related to any Trainings, including, but not limited to, at a Training event, through my private practice, and at an unaffiliated location.

\* If applicable, I will at all times be a fully paid and up-to-date member of a professional association maintaining an industry-standard code of ethics, AND/OR I will at all times maintain a fully paid and up-to-date professional license with an applicable regulatory agency.

\* No grievance, complaint, or action has been brought or filed against me before any licensing, regulating, associative, or legal body for any violation or misconduct of any kind.

\* I will at all times maintain a fully funded comprehensive professional liability or malpractice insurance with appropriate coverage amounts in accordance with the regulations of the country/region where I practice sessions and/or consults.

\* I acknowledge and agree that the Training is the exclusive intellectual property of Hoskinson Consulting, Inc. (“HC”) (the “Intellectual Property”). I further understand that HC is the exclusive owner or licensee of all materials utilized in the Training including, but not limited to, all printed, audio, video, digital, online, and other materials (“Materials”). The Materials also include all duplicates, reproductions, and derivatives of the Materials, as well as any materials, research, books, articles, and other works of authorship, as well as products or services, created by HC and related to the Training (collectively, “Materials”). HC retains all rights in and to all Intellectual Property utilized or referenced in the Training and the Materials including, but not limited to, the copyrights in the Materials and all associated trademarks. No Materials or any portion thereof are sold or otherwise transferred and HC does not sell any title, ownership right, or interest in or to any of the Materials. I will not acquire any right of ownership, in whole or in part, in and to any of the Intellectual Property. Any goodwill that accrues to the Intellectual Property because of my use of the Intellectual Property will inure to the sole benefit of HC and become the sole property of HC.

\* I agree that all personal information of any participant relayed within the Training is strictly and completely confidential. I shall not disclose any of this confidential information to any other person or entity under any circumstances. I shall not make any audio, video, audiovisual, or other recordings of any portion of the Training nor shall I duplicate, reproduce, distribute, publish, or discuss any of the confidential information contained in or related to the Training.

\* HC shall not be liable or responsible for any unauthorized recording of the Training. I also agree that HC shall have no liability or responsibility for the use or exploitation of any unauthorized recordings.

\* I understand that if at any time HC approves the recording of a Training, I hereby grant to HC the right and permission to film, photograph, videotape and/or record me (including my image, picture, likeness and/or voice) and to use the resulting film, photographs, videotapes, digital imagery and/or recordings (collectively, the “Footage”), as edited or altered by HC in order to create marketing and promotional materials, training materials and reports, or other work product created by or for the benefit of HC (“Work Product”). I hereby assign to HC all right, title

and interest to the Footage and Work Product, including, but not limited to, all copyrights, without any further compensation to me. I release and discharge HC from any and all claims and demands that may arise out of or in connection with the use of the Footage, including without limitation any and all claims for libel or violation of any right of publicity or privacy.

\* If I agree to participate in the Training as the subject of a demonstration, I am doing so voluntarily and at my own risk. I understand that the demonstration session may include questions about my personal trauma history and emotional, psychological, and physical symptoms I may be experiencing. I further understand that I am under no obligation to participate in the demonstration, that I may refuse to answer any question, and that I may pause or discontinue my participation in the demonstration at any time at my discretion. HC has no liability or responsibility for my participation or involvement in any demonstration and I accept that any result or no result may occur due to my participation or involvement.

\* I understand that the primary purpose for participating and receiving the Training is educational — to offer experiential learning of how Organic Intelligence® principles are applied in practice so as to support students in their professional training and development.

\* I will at all times indemnify and hold harmless HC, its officers, directors, agents, successors and assigns, from and against any and all claims, actions, damages, costs and expenses (including reasonable attorney fees) related to my acts or omissions in providing services related to any Training.

\* If I wish to present Organic Intelligence® in a public format, I hereby agree and acknowledge that I must be an approved licensee of HC pursuant to a written license agreement. (Please contact Steven Hoskinson at [steven@organicintelligence.org](mailto:steven@organicintelligence.org) for more information.)

\* In the event that HC or its authorized representatives or agents or the Training coordinator or faculty member requests that I discontinue my participation and involvement with the Training, I will immediately leave the Training and the premises upon which the Training is being held. If I withdraw from the Training, the HC refund policy applies.

\* I understand that my participation in or involvement with the Training (“Released Activities”) may present a health risk to me and/or, if I am pregnant or may be pregnant, to my unborn child. Illness, stress, and other periods of significant personal difficulty can present a health risk. If I may suffer from any health risk or be pregnant and elect to proceed with the Training I do so at my own risk. I accept full liability for my participation and involvement with the Training. If I withdraw from the Training due to any health risk or pregnancy, HC refund policy applies. I am aware of the risks that may result from, among other causes, the active or passive negligence of HC its officers, directors, employees, agents and contractors (collectively “Released Parties”), including without limitation the risk of negligent instruction, supervision, or training. **I am voluntarily engaged in the Released Activities with the knowledge of the risks and assume any and all known and unknown risks of injury that may result from the Released Activities.**

**\* I hereby release the Released Parties from all liability to me including my representatives, guardians, successors, assigns, heirs, children and next of kin for all liability from or related to this Agreement or to the Released Activities.** This release includes, without limitation, damage caused by the active or passive negligence of any of the Released Parties. I bear sole responsibility for all loss.

\* This Agreement is the only agreement between me and HC regarding my participation in the Training, supersedes any other similar agreement, and cannot be modified except in writing by HC signed by the parties electronically or otherwise. This Agreement will be binding upon me and my heirs, executors, administrators, and legal representatives. I acknowledge that I have carefully read this Agreement, understand its contents, and understands that **this Agreement includes an assumption of risk and release of the Released Parties’ negligence and a release**

**of their liability.** Participant acknowledges that HC is materially relying on this waiver in allowing me to engage in the Released Activities.

\* I hereby agree that any and all claims, disputes, demands, or actions or any kind whatsoever arising from or in connection with this Agreement and/or the Released Activities shall be submitted to binding arbitration in San Diego County, California, USA in accordance with the Arbitration Procedures of the American Arbitration Association. I further agree that in the event that any claim, suit, dispute, demand, or action is filed in a location other than San Diego County, California, it shall be moved to San Diego County, California at the option of the Released Parties. I further agree that this Agreement shall be interpreted and construed under the laws of California regardless of any principles of conflicts of law to the contrary.

\* I agree to abide by all HC policies, procedures, and guidelines as posted on <http://organicintelligence.org/>. These policies, procedures, and guidelines are subject to change without notice to me and will be updated on the website. I understand and agree that it is my responsibility to check the website for updates and that I am nonetheless bound by all such policies, procedures, and guidelines.

This Agreement shall remain in full force and effect throughout my education and Training with Organic Intelligence®.