

## **ORGANIC INTELLIGENCE ONLINE COURSE DISCLAIMER AND CONSENT**

This agreement (hereinafter, the "Agreement") between Hoskinson Consulting, Inc. a California corporation, dba "Organic Intelligence®" including its officers, directors, shareholders, employees and representatives, (hereinafter collectively, "Organic Intelligence®", "us" or "we") and you sets forth the terms and conditions which govern your use of the website and the online courses (collectively the "Site").

Please read this Agreement carefully before accessing or using the Site. Organic Intelligence® and its online courses and programs are proprietary methods and provide educational written information, live webinars, and video demonstrations ("content" or "features") on self-help and advice on how to build resiliency, sometimes called post-traumatic growth. By accessing and using the features on the Site, you agree to be bound by the terms and conditions set forth below. If you do not wish to be bound by these terms and conditions, you may not access the Site or use its features and should immediately cease such use. Organic Intelligence® may modify this Agreement at any time, and such modifications shall be effective immediately upon notice, which may be accomplished by posting the modified Agreement on the Site. Your use of any of the features following such notice shall be deemed your acceptance of such changes. You agree to review the Agreement periodically to be aware of such modifications and your continued access or use of the Site and/or the features shall be deemed your conclusive acceptance of the modified Agreement. If we request, you will agree to sign a non-electronic version of this Agreement.

### **Professional Advice Disclaimer**

This Site offers information and is designed for educational purposes only. You should not rely on this information as a substitute for, nor does it replace, professional health care advice, diagnosis, or treatment. If you have any concerns or questions about your health, including mental health, you should always consult with a physician or other health care professional. Do not disregard, avoid or delay obtaining medical or health related advice from your health care professional because of something you may have read or seen on this Site. The use of any information provided on this Site is solely at your own risk.

Nothing stated, posted or streamed on this Site or available through its social media pages is intended to be, and must not be taken to be, the practice of medical, or counseling care. For purposes of this Agreement, the practice of medicine, and counseling includes, without limitation, psychiatry, psychology, psychotherapy, or providing professional health care treatment, instructions, diagnosis, prognosis or advice. By using this Site, you acknowledge that no doctor-patient relationship has been formed with Organic Intelligence®.

This Site and the video content are continually under development and Organic Intelligence® makes no warranty of any kind, implied or express, as to its accuracy, completeness or appropriateness for any purpose. In that regard, developments in health care research may impact the health and fitness information that appears here. No assurance can be given that the information contained in this Site will always include the most recent findings or developments with respect to the particular material.

## **Release of Liability**

Organic Intelligence® is not responsible or liable to you or anyone else for any loss or injury or any indirect, incidental, consequential, special, exemplary, punitive or other damages under any contract, negligence, strict liability or other theory permitted by law arising out of or relating in any way to (i) the use of or inability to use the features; (ii) any content contained on the Site; (iii) statements or conduct posted or made publicly available on the Site; (iv) any product or feature purchased or obtained through the Site; (v) any action taken in response to or as a result of any information available on the Site; (vi) any damage caused by loss of access to, deletion of, failure to store, failure to back up, or alteration of any features on the Site, or (vii) any other matter relating to the Site and/or the features. In no event shall Organic Intelligence's total liability to you for any and all damages, losses, and causes of action (whether in contract, tort including, but not limited to, negligence, statutory, or otherwise) exceed the amount paid by you, if any, for using any of the features on the Site.

## **Informed Consent/Assumption of Risk**

The Organic Intelligence® method and the online courses and programs are educational for the purpose of creating positive change so you can experience life and relationships more fully. It provides you an opportunity to better, and more deeply, understand yourself, as well as any problems or difficulties you may be experiencing. Progress and success may vary depending upon the particular problems or issues being addressed, as well as many other factors. There is no guarantee that the information provided will yield any benefits listed above. The Organic Intelligence® method and the online courses and programs may also involve some discomfort, including remembering and discussing unpleasant events, feelings, and experiences. The process may unintentionally evoke strong feelings of sadness, anger, fear, etc. During the therapeutic process, you may find that you feel worse before you feel better. This is in the field of therapy often thought to be a normal course of events. You should address any concerns you have with a medical/psychiatric professional. You understand that your participation in or involvement with the online course may present a health risk to you and/or, if you are pregnant or may be pregnant, to your unborn child. Illness, stress, and other periods of significant personal discomfort can present a health risk. If you suffer from any health risk or are pregnant and elect to proceed with the course you do so at your own risk. You accept full liability for use of the Site including the online course.

You have knowledge of the risks and assume any and all known and unknown risks of injury that may result from your use of the Site and/or the online courses and programs. You hereby release Organic Intelligence® from all liability to you, including your representatives, guardians, successors, assigns, heirs, children and next of kin for all liability. This release includes, without limitation, damage caused by the active or passive negligence of Organic Intelligence®. You knowingly and voluntarily consent to and assume the risk of using the online education courses and programs, content and features on the Site and any other Organic Intelligence® social media pages.

No doctor patient, or counselor relationship exists between you and Organic Intelligence®. The information disclosed by you, if any, in this course, as well as any record created of it, is NOT subject to the psychotherapist-client privilege. You understand that the primary purpose for participating in and receiving the online courses and programs is educational — to offer experiential learning of how Organic Intelligence® principles are applied in practice.

You hereby indemnify and hold harmless, release, remise and forever discharge and covenant not to sue or hold legally liable Organic Intelligence®, from any and all claims, demands, damages, actions, or causes of action whatsoever related to your use of the Organic Intelligence® Site, including the online educational courses and programs.

This consent includes all staff that are employed by, associated with, or serve as back-up for Organic Intelligence®, whether or not their names are listed on this form. Organic Intelligence®, through its Site, has communicated the goals and potential benefits of using the features, and the associated risks of using the Site features, including the online courses. You have had the opportunity to read these terms of service and understand the above statements, accept the risks mentioned, and hereby consent and agree to the terms thereof.

If any provision of this Agreement is unenforceable, invalid, or violates applicable law, such provision shall be deemed stricken and shall not affect the enforceability of any other provisions of this Agreement.

You 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 in accordance with the Arbitration Procedures of the American Arbitration Association. You 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 Organic Intelligence®. You 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.