

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

This agreement (hereinafter, the "Agreement") between Hoskinson Consulting, a California corporation, dba "Organic Intelligence®" including its officers, directors, shareholders, employees and representatives, (hereinafter collectively, "Organic Intelligence®", "OI", "us" or "we") and you sets forth the terms and conditions which govern your use of the websites and the online courses, practitioner directory, and programs (collectively the "Site") and your participation in an Organic Intelligence® course, training, workshop, video course, audio course, demonstration session, podcast, webinar, online event, or online program (the "Course").

Please read this Agreement carefully before accessing or using the Site and participating in a Course. You confirm that you are not under the influence of alcohol or drugs at this time and you are sufficiently qualified, trained and capable to participate in the Course and all Released Activities.

Organic Intelligence® Courses and training 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.

You acknowledge and agree that the Course is the exclusive intellectual property of Hoskinson Consulting, Inc. ("OI") (the "Intellectual Property"). You further understand that OI is the exclusive owner or licensee of all materials utilized in the Course 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 OI and related to the Course (collectively, "Materials"). OI retains all rights in and to all Intellectual Property utilized or referenced in the Course 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 OI does not sell any title, ownership right, or interest in or to any of the Materials. You 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 your use of the Intellectual Property will inure to the sole benefit of OI and become the sole property of OI.

You agree to hold an ethical professional stance by citing the sources of concepts, terminology and materials you use in your professional capacity.

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

OI shall not be liable or responsible for any unauthorized recording of the Course. You also agree that OI shall have no liability or responsibility for the use or exploitation of any unauthorized recordings.

You understand that if at any time OI approves the recording of a Course, you hereby irrevocably grant to OI the right and permission to film, photograph, videotape and/or record you (including your 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 OI in order to create marketing and promotional materials, training materials and reports, or other work product created by or for the benefit of OI ("Work Product"). You hereby assign to OI all right, title and interest to the Footage and Work Product, including, but not limited to, all copyrights, without any further compensation to you. You release and discharge OI 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 you agree to participate in the Course as the subject of a demonstration, you are doing so voluntarily and at your own risk. You understand that the demonstration session may include questions about your personal trauma history and emotional, psychological, and physical symptoms you may be experiencing. You further understand that you are under no obligation to participate in the demonstration, that you may refuse to answer any question, and that you may pause or discontinue your participation in the demonstration at any time at your discretion. OI has no liability or responsibility for your participation or involvement in any demonstration and you accept that any result or no result may occur due to your participation or involvement.

You will at all times indemnify and hold harmless OI, 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 your acts or omissions in providing services related to any Course.

You understand and agree that all your sessions, meetings, and consultations with OI mentors and staff ("Providers") are undertaken at your own risk and that OI does not monitor, control, influence, or regulate Providers. You hereby release OI and its related parties from any and all liability or responsibility for any acts or omissions of any Provider and any claims related thereto. You understand that OI makes no representations or warranties about the characteristics or quality of the services you may receive.

If you wish to present Organic Intelligence® in a public format, as may be encouraged at certain OI training levels, you hereby agree and acknowledge that you must be an approved licensee of OI 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 OI or its authorized representatives or agents or the training coordinator or faculty member requests that you discontinue your participation and involvement with the Course, you will immediately leave the Course, and the premises upon which the Course is being held. If you withdraw from any Course, the OI refund policy applies.

### **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.

You will be solely and exclusively liable for all your acts and omissions at all sessions, meetings, and consultations related to any Courses, including, but not limited to, at a Course event, during an online course or program, through your private practice, and/or at an unaffiliated location.

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

The Organic Intelligence® method and the Course are educational for the purpose of creating positive change so you can experience life and relationship 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 uncomfortable, even strong feelings like 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 Course (“Released Activities”) 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 difficulty can present a health risk. If you may suffer from any health risk or be pregnant and elect to proceed with the Course, you do so at your own risk. You accept full liability for your participation in and involvement with the Course and use of the Site including the online courses and programs. If you withdraw from the Course due to any health risk or pregnancy, OI refund policy applies. You are aware of the risks that may result from, among other causes, the active or passive negligence of OI, its officers, directors, employees, agents and contractors (collectively “Released Parties”), including without limitation the risk of negligent instruction, advice, supervision, or training. **You are voluntarily engaged in the Released Activities and use of the Site with the knowledge of the risks and assume any and all known and unknown risks of injury that may result from the Released Activities and use of the Site.**

You have knowledge of the risks and assume any and all known and unknown risks of injury that may result from the Released Activities, your use of the Site and/or the online courses and programs. **You hereby release the Released Parties from all liability to you including your representatives, guardians, successors, assigns, heirs, children and next of kin for all liability from or related to this Agreement or to the Released Activities and use of the Site.** This release includes, without limitation, damage caused by the active or passive negligence of any of the Released Parties. You bear sole responsibility for all loss. 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 Course is educational — to offer experiential learning of how Organic Intelligence® principles are applied personally and professionally 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 participation in OI Courses and 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.

This Agreement is the only agreement between you and OI regarding your participation in the Course, supersedes any other similar agreement, and cannot be modified except in writing by OI signed by the parties electronically or otherwise. This Agreement will be binding upon you and your heirs, executors, administrators, and legal representatives. You acknowledge that you have carefully read this Agreement, understand its contents, and understand that **this Agreement includes an assumption of risk and release of the Released Parties' negligence and a release of their liability**. Participant acknowledges that OI is materially relying on this waiver in allowing you to engage in the Released Activities.

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 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.

You agree to abide by all OI policies, procedures, and guidelines as posted on <https://organicintelligence.org/> and other OI websites, collectively its Site, and those OI policies, procedures, and guidelines communicated via email or any other means of communication by OI. These policies, procedures, and guidelines are subject to change without notice to you and will be updated on the Site. You understand and agree that it is your responsibility to check the Site for updates and that you are nonetheless bound by all such policies, procedures, and guidelines.