

## **PARTICIPANT AGREEMENT**

This Participant Agreement (the "Agreement") is entered into by and between [Participant's Name] ("Participant" or "You") and Heart and Mind Counseling (the "Company").

Company is hosting Weekly Women's Group (the "Event") that is further described on the attached **Exhibit A**. Participant has registered for the Event.

In consideration of Participant's participation in and presence at the Event, as well as Participant's use of the premises on which the Event is conducted, as well as other good and sufficient consideration, the receipt and sufficiency of which is hereby acknowledged, Participant agrees as follows:

### **Informed Consent and Acknowledgement**

You acknowledge that you are voluntarily participating in the Event. You understand that participation in the Event involves inherent risks, including, but not limited to, physical injury, illness, or even death. You hereby assume all risks associated with participation in the Event, whether known or unknown.

### **Waiver and Release**

You and your heirs, assigns, personal representatives and next of kin hereby release, waive, discharge, and covenant not to sue Company, its directors, officers, employees, contractors, volunteers, sponsors, and agents (collectively, the "Released Parties") from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by you, or to any property belonging to you, while participating in the Event.

### **Indemnification**

You agree to indemnify and hold harmless the Released Parties from any loss, liability, damage, or costs, including court costs and attorneys' fees, that they may incur due to your participation in the Event, whether caused by negligence or otherwise.

### **Medical Treatment**

Company does not provide medical emergency personnel at its events. You warrant that you are medically, physically and emotionally able to participate in the Event. If you have any conditions that could pose a risk to you or anyone else, you must inform Company prior to the start of the Event. You hereby consent to receive medical treatment deemed necessary if you are injured or require medical attention during the Event. You acknowledge and agree that it is your responsibility to carry valid medical insurance covering any and all potential medical expenses arising from your participation in the Event. You understand and agree that you are solely responsible for any and all costs related to such medical treatment, including but not limited to any related transportation.

### **Participant Confidentiality**

To provide the most valuable environment for all participants, it is important that each participant be able to freely share confidential details with the group at the Event. You agree to hold in strictest confidence any confidential details that are shared by any other participant, Company or any presenter.

### **Participant Conduct**

To ensure a safe and enjoyable experience for all, participants should be respectful, cooperative and responsible. Participants are expected to comply with Company's safety guidelines and rules as well as with all applicable laws, rules and regulations. If a participant's behavior is deemed rude, disrespectful, uncooperative or unsafe, Company may take appropriate action, including asking a participant to leave the Event immediately. If you are asked to leave, your fees shall not be prorated or refunded and Company shall not be responsible for any additional costs that you incur. You agree that you will not disparage or encourage others to disparage Company.

### **Photographic Release**

You grant and convey to Company all rights, title, and interest in any and all photographs, images, video, and audio recordings of you or your likeness or voice (collectively "photos and recordings") made by Company during the Event. You agree that Company may edit, alter, use, or distribute the photos and recordings for any lawful purpose and you waive the right to review or approve the finished product. You waive the right to any royalties, proceeds, or compensation derived from such photos or recordings.

### **Intellectual Property**

The materials and brand names and any training handed out during the Event are the property of Company. No part of these materials and/or resources may be reproduced, stored or transmitted in any form or by any means (including but not limited to electronic or photographic), recorded, translated or used to produce derivative works without the permission of Company.

### **Personal Property**

You acknowledge that you, not Company, are responsible for your personal property. Company is not responsible for any property damage or loss incurred by you, including damage or loss arising from acts or omissions by any third-party company or organization, such as hotels, restaurants, or tour operators.

**Governing Law**

This waiver and release shall be governed by and construed in accordance with the laws of the State of Idaho, without giving effect to its conflict of laws principles. Any legal action or proceeding arising out of this Agreement shall be brought exclusively in the state or federal courts located in Ada County, Idaho.

**Entire Agreement**

This Agreement sets forth the entire agreement between you and Company regarding the Event and replaces any prior agreements. This Agreement shall be binding on you, your heirs, assigns, personal representatives and next of kin. The headings used in this Agreement are for style only and are not intended to be legally binding.

**Modification of Agreement**

Any future modification, amendment, waiver, or revocation of any provision of this Agreement shall be effective only if it is made in writing. Failure of a party to insist upon strict performance of any provision of this Agreement shall not be construed as a waiver of any provision of this Agreement.

**Severability**

This Agreement, including the waiver and release provisions, is intended to be as broad and inclusive as is permitted by the law of the State of Idaho. If any portion thereof is held invalid, it is agreed that the balance shall continue in full legal force and effect.

**Signatures and Copies**

This Agreement may be executed in counterparts, each of which shall be an original, all of which shall constitute the same instrument. A photocopy or electronic copy of this Agreement, including signatures, shall have the same effect as the original.

**Effective Date**

This Agreement is effective as of the date set forth below.

**Participant's Acknowledgment of Understanding**

I have read this Agreement, including the waiver and release of liability, and fully understand its terms, and understand that I am giving up substantial rights, including my right to sue. I am signing this Agreement freely and voluntarily and intend by my signature to grant a complete and unconditional release of all liability to the greatest extent allowed by law.

\_\_\_\_\_  
**PARTICIPANT'S NAME**

**Date:** \_\_\_\_\_

