

(Please note that you accept the waiver by checking off the box on the Program Profile form - there is no signature option on this page.)

**IM2 (IMAGINE MINDFULNESS)
PARTICIPANT RELEASE AND WAIVER AGREEMENT**

The individual named below (referred to herein as “I”, “me” or the “Participant”) desires to participate in this course being offered by (IM2) IMAGINE MINDFULNESS, a Texas nonprofit organization (the “Provider”) (such course, including the Participant’s participation therein and all activities, materials and discussions related in any way to such course, is herein referred to as the “Program”).

In consideration of being permitted by the Provider to engage in the Program and in recognition of the Provider’s reliance thereon, I agree to all the terms and conditions set forth in this agreement (this “Agreement”).

1. I represent that I am aware that the Program is offered as a way to enhance well-being and that the Program is not intended to diagnose, treat, cure, or prevent any disease, illness, or condition.

2. I represent that I am aware that the Program involves information and instruction about meditation and may include physical movement exercises. I represent and warrant that I have no physical or mental health condition that would prevent safe participation in the Program. It is my responsibility to decline to participate in a particular activity that could injure me physically or psychologically and to only engage in any activity to the extent that it is safe for my body and mind. I agree to follow all instructions, recommendations and cautions of the Provider and of any of its Affiliates (as defined herein and including the Program instructor) at all times during the Program and I will not push myself to do anything that feels distressing or harmful. If I feel overwhelmed, I will stop what I am doing or slow down until I feel comfortable again. If I need to discuss a personal matter, I can consult with an instructor, but I understand that the opinions of others are not a substitute for caring for myself in the best way I know. If I am under the care of a Therapist, Psychologist, Physician or other healthcare professional, then I will notify them of my intention to take this program prior to the orientation session. I acknowledge and accept that the Program is not therapy, does not take the place of personal therapy, and that the Program instructor(s) is not expected or able to provide medical and/or psychological care. If there are any concerns regarding my ability to participate in the Program, I will consult my physician or therapist prior to taking this class, and I further represent that I have access to resources including medical and mental health professionals to support my well-being should difficulties arise for me during the Program. If I should feel unsafe to myself or to others, it is my responsibility to seek immediate help

through an emergency room, hotline, or with a mental health practitioner other than the teacher of this Program. I further understand that participation in the course is at the discretion of the instructor(s) at all times. If, in the opinion of the instructor(s), I am unable to continue to participate productively in the course, I may be asked to leave.

3. I agree to not disclose the confidential information of any other participant in the Program and to abide by any additional confidentiality policy communicated by the Provider or any of its Affiliates (including the instructor) to me throughout the duration of the Program.

3. I acknowledge that the Provider cannot guarantee that I will not be injured (physically or mentally) due to or related to participation in the Program and I acknowledge that I am voluntarily participating in the Course with the knowledge of any risks involved. I HEREBY ACCEPT AND ASSUME ALL RISKS OF INJURY, ILLNESS, DISABILITY, DEATH, AND PROPERTY DAMAGE ARISING FROM MY PARTICIPATION IN THE PROGRAM, WHETHER CAUSED BY THE ORDINARY NEGLIGENCE OF THE PROVIDER, ITS AFFILIATES OR OTHERWISE.

4. I hereby expressly waive and release any and all claims, now known or hereafter known, against the Provider or any of its officers, managers, employees, agents, affiliates, members, successors or assigns (its "Affiliates" and, together with the Provider, the "Releases"), on account of any loss, injury, illness, disability, death, or property damage arising out of or attributable to my participation in the Program, whether arising out of ordinary negligence of any of the Releases or otherwise. I covenant not to make or bring any such claim against any of the Releases, and forever release and discharge each of the Releases from liability under such claims. This waiver and release does not extend to claims for willful and wanton misconduct or any other liabilities that Indiana law does not permit to be released by agreement.

4. I shall defend, indemnify, and hold harmless the Provider and its Affiliates against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including (a) reasonable attorney fees and (b) the cost of pursuing any insurance providers, incurred by the Provider or any of its Affiliates arising out or resulting from (a) any claim of a third party related to my participation in the Program or (b) the Provider's enforcement of any provision of this Agreement against me.

5. This Agreement constitutes the sole and entire agreement of the Provider with me with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both

written and oral, with respect to such subject matter. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any relevant jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. This Agreement is binding on and shall inure to the benefit of the Provider, myself and our respective successors and assigns. All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the State of Texas, without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction).

6. I agree that any claim or dispute arising under this Agreement shall first be referred to mediation. I shall cooperate with the Provider in selecting a mediation service and shall cooperate with the mediation service and with the Provider in selecting a neutral mediator and in scheduling the mediation proceedings. I agree to participate in the mediation and to use commercially reasonable efforts to settle any such claim or dispute through mediation and I acknowledge and agree that the mediation proceedings shall take place in English either virtually online or in the State of Texas. I further agree that all offers, promises, conduct, and statements, whether oral or written, made in the course of the mediation (a) by myself or any of my agents, attorneys or experts, (b) by the Provider or any of its Affiliates or any of the Provider's or its Affiliates' agents, experts, or attorneys, or (c) by the mediator and any employees of the mediation service, are confidential, privileged, and inadmissible for any purpose, including impeachment, in any litigation, arbitration or other proceeding involving myself, the Provider or any of its Affiliates, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. If such claim or dispute cannot be resolved by mediation within 75 days from the beginning of the mediation proceedings, I agree that such claim or dispute may then be brought exclusively in the federal and state courts located in Alameda County, California and I hereby consent to the exclusive jurisdiction of such courts.

BY SIGNING ELECTRONICALLY ON THE REGISTRATION PAGE, I ACKNOWLEDGE THAT I HAVE READ, UNDERSTOOD AND AGREE TO ALL OF THE TERMS OF THE RELEASE AND WAIVER AGREEMENT PROVIDED TO ME BY IMAGINE MINDFULNESS AND I REPRESENT THAT I HAVE THE NECESSARY LEGAL CAPACITY TO BIND MYSELF TO THE TERMS SETFORTH HEREIN.

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