

## TheFlourishingLife.org Breakthrough Training Hold Harmless Agreement

INSTRUCTIONS: Please carefully read this Agreement, then:

1. Print your name in the space provided in the first paragraph.
2. Initial every provision after you fully understand it.
3. After choosing one of the two available options, indicate your choice by printing your name in **either** paragraph 17 (if you are releasing TheFlourishingLife.org, Inc. and Training Sponsor or paragraph 18 (if you are purchasing the non-release of TheFlourishingLife.org, Inc. and Training Sponsor).
4. Sign and date this Agreement.

### HOLD HARMLESS/RELEASE AND ARBITRATION AGREEMENT

For and in consideration of the mutual promises and agreements set forth below, THEFLOURISHINGLIFE.ORG, Inc. and Training Sponsor and \_\_\_\_\_ (hereinafter referred to as "I") agree as follows:

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#### SECTION I: CONSENT TO PARTICIPATE

1. I acknowledge that I am fully and satisfactorily informed about the Breakthrough Training offered by THEFLOURISHINGLIFE.ORG, Inc. and Training Sponsor, and that I am freely and willingly choosing to participate in the Training at this time.

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2. I understand that the Training includes not only the four days I am about to embark upon, but also future related activities in which I may participate (such as graduate meetings, small group meetings, etc.). I understand that I may freely choose whether or not I participate in such future activities.

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3. I understand that all references hereafter to the "TRAINING" include not only the four days I am about to embark upon, but also all future related activities in which I choose to participate.

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4. I understand the TRAINING is an experiential, philosophical, Christian educational program that may or may not assist in personal growth. It is neither psychotherapy, nor medical therapy, nor a substitute for either of these. THEFLOURISHINGLIFE.ORG, Inc. and (Trainer) are generally not licensed psychiatrists or psychologists.

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5. I understand that the TRAINING may involve physical contact, such as hugging, and if I do not consent to this, I will tell a Trainer that I object before or at the time the contact occurs. I further understand that several of the processes in the TRAINING involve sharing and I may experience deep emotions and possibly emotional stress, anxiety, tears, physical discomfort, or exhaustion.

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6. I do not have any doubts about my mental health and/or emotional stability in regards to handling the rigors of the TRAINING. I have resolved any such doubts I may have had about the TRAINING by consulting those who are knowledgeable about the TRAINING including but not limited to a physician, psychiatrists, psychotherapist, or psychologist. Such person(s) has no objections to my participation in the TRAINING.

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7. I understand THEFLOURISHINGLIFE.ORG, Inc. and Training Sponsor, their employees, staff, and team members (“THEFLOURISHINGLIFE.ORG, Inc. and Training Sponsor and TEAM”) are here to assist me and are responsible only for presenting the TRAINING in an orderly manner. The THEFLOURISHINGLIFE.ORG, Inc. and Training Sponsor and TEAM are not my fiduciaries and I do not expect the TRAINING to be administered with the standard of care expected of trained mental health professionals. If I feel mental or physical discomfort or adverse effects during the TRAINING, I promise to inform THEFLOURISHINGLIFE.ORG, Inc. and Training Sponsor and a TEAM member immediately.

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8. I understand I am free to leave the TRAINING at any time for any reason. If during the TRAINING I feel I need assistance from anyone, either professional or otherwise, I take full responsibility for leaving the TRAINING and obtaining such assistance.

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## SECTION II: INSURANCE DISCLAIMER

9. I understand THEFLOURISHINGLIFE.ORG, Inc. and Training Sponsor does not provide **any** insurance (neither medical, liability, nor incident) for me during my participation in the TRAINING. Thus, if I want insurance of any kind, it is my responsibility to obtain such insurance.

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## SECTION III: ELECTION OF RELEASE OR NON-RELEASE

10. Subsections A (¶¶ 11 to 15) and B (¶ 16) on the back side of this Agreement set forth two mutually exclusive options from which you must choose. If you choose Subsection A, you will be giving up certain valuable legal rights to sue THEFLOURISHINGLIFE.ORG, Inc. and Training Sponsor, their officers, directors, employees, agents, representatives, volunteers, staff, successors, or assigns, (hereinafter referred to as “THEFLOURISHINGLIFE.ORG, Inc. and Training Sponsor”) for any personal, physical, psychological, or emotional injuries you may suffer as a result of the TRAINING. If you choose Subsection B, you will retain such valuable legal rights.

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### SUB-SECTION A: RELEASE OF THEFLOURISHINGLIFE.ORG, INC. AND Trainer

11. **ASSUMPTION OF RISK:** I am fully aware that participating in the TRAINING may contain risks of physical or psychological injury. I know and fully understand the scope, nature and extent of the risks involved in the TRAINING and activities contemplated by this Agreement. I voluntarily and freely choose to incur and assume any and all such risks and dangers.

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12. **EXEMPTION FROM LIABILITY:** I hereby fully and forever discharge and release THEFLOURISHINGLIFE.ORG, Inc. and Training Sponsor from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of any damages, both in law and equity, in any way resulting from personal, physical, psychological or emotional injuries, distress, or death arising from or in any way related to the TRAINING. This release from liability includes loss, damage or injury resulting from the negligence of THEFLOURISHINGLIFE.ORG, Inc. and Training Sponsor from any other cause or causes.

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13. **COVENANT NOT TO SUE:** I agree not to institute, initiate, or assist the prosecution of any suit, claim or action at law or equity, or otherwise against THEFLOURISHINGLIFE.ORG, Inc. and Training Sponsor for damages which I or my heirs, executors, administrators, or assigns hereafter may have arising from or in any way related to the TRAINING. This release from liability includes loss, damage, or injury resulting from the negligence of THEFLOURISHINGLIFE.ORG, Inc. and Training Sponsor from any other cause or causes.

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14. **INDEMNITY:** I agree to indemnify and hold harmless THEFLOURISHINGLIFE.ORG, Inc. and Trainer from any and all losses, claims, actions, or proceedings of any kind which may be initiated by me and/or any other person or organization on my behalf against THEFLOURISHINGLIFE.ORG, Inc. and Training Sponsor. This indemnification includes reimbursement of all legal costs and reasonable attorney's fees incurred by THEFLOURISHINGLIFE.ORG, Inc. and Training Sponsor to defend any such actions.

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15. **WAIVER OF PUNITIVE DAMAGES:** I understand and agree that I am waiving and forever abandoning any claims for punitive or exemplary damages against THEFLOURISHINGLIFE.ORG, Inc. and Training Sponsor. I voluntarily choose to give up this right.

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#### **SUB-SECTION B: NON RELEASE OF THEFLOURISHINGLIFE.ORG, INC. AND Trainer**

16. **NON RELEASE PURCHASE:** I agree not to accept provisions of SUBSECTION A (¶¶ 11 through 15) regarding ASSUMPTION OF RISK, EXEMPTIONS FROM LIABILITY, COVENANT NOT TO SUE, INDEMNITY, and WAIVER OF PUNITIVE DAMAGES. Instead, I retain all possibly legal rights against THEFLOURISHINGLIFE.ORG, Inc. and Training Sponsor. In return, I agree to pay the additional sum of \$300.00. I understand that this NON- RELEASE does not constitute a contract of insurance, but only involves THEFLOURISHINGLIFE.ORG, Inc.'s waiver of contractual defenses which would otherwise be available to it were SUBSECTION A accepted.

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#### **SUB-SECTION C: ELECTION OF RELEASE OR NON RELEASE OF THEFLOURISHINGLIFE.ORG, Inc. AND Trainer**

17. **RELEASE:** In consideration of THEFLOURISHINGLIFE.ORG, Inc. and Trainer allowing me to attend and participate in the TRAINING, I, \_\_\_\_\_, on behalf of myself, my heirs, executors, administrators, and assigns, hereby elect the RELEASE provisions of SUBSECTION A (¶¶ 11 through 15).

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18. **NON RELEASE PURCHASE:** In consideration of \$300.00, receipt hereby acknowledged by THEFLOURISHINGLIFE.ORG, Inc. and Training Sponsor, and I, \_\_\_\_\_, on behalf of myself, heirs, executors, administrators, and assigns, hereby elect to purchase the NON RELEASE provisions of SUBSECTION B (¶ 16).

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**SECTION IV: ARBITRATION**

19. **ARBITRATION:** I agree that any controversy claim against THEFLOURISHINGLIFE.ORG, Inc. and Trainer not released herein, arising out of or relating to my participation in the TRAINING, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and not by lawsuit or resort to court process (except as the law provides for judicial review of arbitration proceedings). This shall apply to all claims including allegations that there have been wrongful acts or omissions by THEFLOURISHINGLIFE.ORG, Inc. and Training Sponsor either intentionally or otherwise. The arbitrator's decisions may be entered in any court having competent jurisdiction. **By signing this I am agreeing that any issue or claim arising out of my participation in the TRAINING shall be decided by neutral arbitration. I am giving up my right to a trial by a jury or judge.**

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Initial**SECTION V: MISCELLANEOUS**

20. **GOVERNING LAW:** I understand that this Agreement shall be construed and governed by the laws of the State of Texas, and that it cannot be modified unless in writing and signed by both parties.

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21. **ENTIRE AGREEMENT:** I understand that this Agreement contains **all** the promises and agreements between the parties with regard to the release of THEFLOURISHINGLIFE.ORG, Inc. and Training Sponsor I acknowledge there are no oral or written promises or agreements outside of this agreement regarding the release of THEFLOURISHINGLIFE.ORG, Inc. and Trainer.

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22. **CONTRACT:** I hereby expressly recognize that this Agreement is a **contract** and unless I have purchased the NON RELEASE PROVISION in SECTION III, SUBSECTION B, I have released any and all claims against the indemnified parties resulting from my participation in the TRAINING, including any claims caused by the negligence of the indemnified parties.

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I HAVE CAREFULLY READ THIS AGREEMENT AND UNDERSTAND ITS CONTENTS. I CERTIFY THAT I AM 18 YEARS OF AGE OR OLDER AND SIGN THIS AGREEMENT OF MY OWN FREE WILL.

Dated: \_\_\_\_\_

Signed: \_\_\_\_\_