



Terms of Participation

1. **Program Attendance:** The Programs include a specific number of sessions. If you miss a scheduled session, You forfeit that session and it cannot be rescheduled. If You are assigned a Group or Team, Your opportunity to work with other participants is limited to those in Your assigned Group or Team, and ends with the final session unless further Programs are arranged.
2. **Program Mentors:** Tammy Hawksworth reserves the right to substitute or reassign the Program mentor at any time, at Tammy Hawksworth's sole discretion, without refund.
3. **Program Participation:** Participation in the Programs is voluntary and the results You experience are based upon Your level of participation. You may choose to cease participation at any time - knowing that the Program tuition will not be refunded except as subject to the terms of Purchase.

a. You agree that You are of sound mind and not currently under any psychiatric care, under which You have been advised against participating in a Program of this kind. You also agree that You are not taking over-the-counter medications or substances that alter mental capacity. If You are using a prescribed anti-depressant or prescribed stimulant, You agree that You are participating in the Programs under Your own free will. You further agree not to discontinue care or prescribed medications until approved by Your healthcare provider.

b. Your emotions may surface at any point, You are responsible for how much You share and express in the Programs. You acknowledge that You take responsibility for Your feelings and will respectfully participate in the Programs to learn any new insight. You are responsible to identify appropriate goals and to complete the action steps You set.

4. **Photo Release:** You grant Tammy Hawksworth and its authorized representatives permission to record your participation using recording devices of any kind including photography, video, and/or audiovisual technology. Except for recordings of private mentoring appointments, which will be kept confidential. You consent to Your voice, name, and/or likeness being used, in and all media, whether now known or hereafter devised, in perpetuity, without payment of fees, royalties, special credit, or other compensation.

5. **ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY:**

- a. Assumption of Risk: You acknowledge and agree (1) that You understand the nature of the Program; (2) that You are qualified, in good health, and in proper physical condition to participate herein; (3) that there are certain inherent risks and dangers, both known and unknown, associated with participation in the Programs including, but not limited to, permanent disability or death, social and economic losses, costs, damages, and other risks not readily foreseeable at this time (collectively the "Risks"); (4) these Risks may be caused by Your own actions or inactions, the actions or inactions of others participating in the Programs, the conditions in which the Programs take place, or the ordinary negligences of the "releasees" named below, and (5) You knowingly and voluntarily accept and assume all such Risks and all responsibility for each of these Risks that could arise out of, occur during, or as a result of Your participation in the Programs.
- b. Release and Waiver: You hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE Tammy Hawksworth, or any subdivision thereof, its related parties, affiliates, officers, directors, employees, representatives, agents, licensors, attorneys, heirs, successors, and assignees (collectively, the "Releasees"), from and for any liability for any personal injury, accident, illness, permanent disability or death, and/or property loss, caused in whole or, in part, by Releasees ordinary negligence, or arising from, or in anyway related to, Your participation in the Programs.
- c. Indemnification and Hold Harmless: Indemnification and Hold Harmless; You also hereby agree to INDEMNIFY, DEFEND, AND HOLD the Releasees HARMLESS from and all claims, demands, actions, suits, procedures, costs, expenses, damages, and liabilities including, but not limited to, attorney's fees, arising from, or in any way related to, Your participation in the Programs.
- d. Severability: You expressly agree that You have read and fully understand the entire foregoing assumptions of risk, release and waiver of liability, and indemnity agreements in which You have given up substantial rights by signing, and intend Your signature to be a complete and unconditional release of all liability to the fullest extent allowed by law with the assumption of risk and release and waiver of liability to be a broad and inclusive as is permitted by law, and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

6. Survival: Terms of Participation sections 4 and 5 shall survive termination of this Agreement.