

## **HEART RESONANCE PRIMER COURSE**

### Course Enrollment Agreement

Includes: Terms of Participation, Disclaimer, Releases, Hold Harmless, Confidentiality and Arbitration

THE AGREEMENT: This Course Agreement is made by and between HEARTS RISE UP, LLC, a limited liability company (with mailing address at 3470 McClure Bridge Road, Unit 2437 Duluth, GA 30096 and organized under the laws of the state of Georgia), and you, as a participant in the Course. THIS IS A RELEASE OF LIABILITY AND WAIVER OF RIGHTS.

**Please print and read this agreement.**

#### **SECTION I: STRUCTURE OF THE HEART RESONANCE PRIMER COURSE**

The HEART RESONANCE PRIMER COURSE is an educational course that involves:

1. **Virtual meetings with presentations and discussions.** Course teachers and mentors will speak about various subjects that are relevant to your life.
2. **Meditation, contemplation, and related practices.** You will be asked to devote time to various meditative, contemplative, and psychological practices.
3. **Positive psychology exercises and techniques.** You will be asked to devote time to practicing techniques from positive psychology and related disciplines.

#### **SECTION II: CONSENT TO PARTICIPATE**

1. **ASSUMPTION OF RISK.** I agree to assume all risk associated with the HEART RESONANCE PRIMER COURSE and agree to forever waive any and all claims and legal rights that I may have whatsoever arising out of my participation in the course as regards the HEART RESONANCE PRIMER COURSE – HEARTS RISE UP, LLC and all others.
2. **RESPECTFUL BEHAVIOR.** I agree to treat other course participants and members of the HEART RESONANCE PRIMER COURSE - HEARTS RISE UP, LLC with respect at all times throughout the course.
3. **RESPONSIBLE FOR MY OWN WELLBEING.** I acknowledge that I am responsible for my own wellbeing during the HEART RESONANCE PRIMER COURSE, including getting psychological or medical assistance, sufficient food, nutrition and sleep, and taking any prescribed medicines on time.
4. **PROPRIETARY INFORMATION.** I understand and agree that all materials, concepts and information (“Materials”) presented during the HEART RESONANCE PRIMER COURSE, either orally or in writing, are the property of HEARTS RISE UP, LLC. I acknowledge that these materials are intended solely for use in this course and are protected by copyright, trademark, and trade secret laws. I agree not to reproduce, copy, or otherwise duplicate such Materials without the express permission of HEARTS RISE UP, LLC. I agree that I have no right to modify, edit, alter or enhance any of the Materials in any manner.

**5. CONFIDENTIALITY AMONG PARTICIPANTS.** I understand and agree that the HEART RESONANCE PRIMER COURSE, is a private and personal experience for each participant. As such, I agree to respect the confidentiality of all participants and their remarks and actions, and I agree to keep all such information private and confidential. I also agree to respect the confidentiality, identity and experience of any HEART RESONANCE PRIMER COURSE participant worldwide. I agree to not publish any person's name in any media without their prior written consent. I accept that photography, video and sound recording are not permitted during the HEART RESONANCE PRIMER COURSE except by the HEART RESONANCE PRIMER COURSE - HEARTS RISE UP, LLC.

**6. VIDEO AND AUDIO RECORDING.** During the HEART RESONANCE PRIMER COURSE instruction, including but not exclusively class session, question and answer, small group, and individualized personal instruction, may be audio and/or video recorded by the HEART RESONANCE PRIMER COURSE ORGANIZATION. As a result of my participation in HEART RESONANCE PRIMER COURSE, I may be included in any such video, movie, photographic or audio reproduction. Any and all of said reproductions are the exclusive property of HEART RESONANCE PRIMER COURSE and HEARTS RISE UP, LLC is the exclusive copyright owner. I shall have no claim, right or interest to any of these reproductions and my signature hereto grants permission to HEART RESONANCE PRIMER COURSE – HEARTS RISE UP, LLC to use any of said reproductions in any manner. I do hereby hold harmless and forever release HEART RESONANCE PRIMER COURSE – HEARTS RISE UP, LLC their agents and assigns from any claims arising from the use of video, movie, photographic or audio reproductions in which I am included.

All video, audio, photographic and written material associated with or provided to me during the HEART RESONANCE PRIMER COURSE is protected by the copyright laws of the United States and other countries. I understand that any video or audio recording or photographs created by anyone other than the HEART RESONANCE PRIMER COURSE – HEARTS RISE UP, LLC during HEART RESONANCE PRIMER COURSE events are strictly prohibited and that I may immediately be terminated as a participant without a refund of my tuition if I breach this clause.

**SECTION III: AGREEMENT RELEASING HEART RESONANCE PRIMER COURSE FROM LIABILITY FOR ITS NEGLIGENCE OR OTHER ACTS**

I acknowledge that I have been given the opportunity to ask questions regarding any aspect of the releases contained herein, and by signing below, do acknowledge that I have carefully and completely read and fully understand all aspects of the releases and agree to these terms in their entirety.

In consideration of HEART RESONANCE PRIMER COURSE - HEARTS RISE UP, LLC allowing me to attend and participate in the HEART RESONANCE PRIMER COURSE and its associated activities, I agree:

**1. RELEASE OF ALL CLAIMS.** I understand that I may discover claims arising from my participation in HEART RESONANCE PRIMER COURSE which I do not presently know to exist or suspect to exist with respect to my participation in the HEART RESONANCE PRIMER COURSE but that it is my intent to fully, finally and forever release all of the claims, known or unknown, suspected or unsuspected which do now exist, have heretofore existed or may exist in the future arising from or related to my participation in HEART RESONANCE PRIMER COURSE.

**2. ASSUMPTION OF RISK.** I am fully aware that participating in the HEART RESONANCE PRIMER COURSE may contain risks of emotional, personal, psychological, physical and other forms of injury. I know and

understand the scope, nature, and extent of the risks involved in the HEART RESONANCE PRIMER COURSE and activities contemplated by this agreement. I voluntarily and freely choose to incur and assume any and all such risks and dangers. I agree to assume all risk associated with the HEART RESONANCE PRIMER COURSE and agree to forever waive any and all claims and legal rights that I may have whatsoever arising out of my participation in the course as regards the HEART RESONANCE PRIMER COURSE - HEARTS RISE UP, LLC and all others. The designers of this course are not medical doctors and do not dispense medical advice or prescribe the use of any technique of as a form of treatment for physical, emotional, or medical problems without the advice of a physician, either directly or indirectly. The intent of the HEARTS RISE UP, LLC, creator of the course, is only to offer information of a general nature to help you in your quest for emotional, physical, and spiritual well-being. HEARTS RISE UP, LLC assumes no responsibility for your actions.

**3. EXEMPTION FROM LIABILITY.** I hereby fully and forever discharge and release HEART RESONANCE PRIMER COURSE - HEARTS RISE UP, LLC from any and all liability, claims, demands, actions, and causes of action whatsoever, both in law and equity, arising out of or in any way resulting from personal, physical, psychological, emotional or any other injuries, distress or death, allegedly sustained during or from the HEART RESONANCE PRIMER COURSE or any of its associated activities. This provision releases every kind of liability or damage, including but not limited to loss, damage, or injury resulting from the negligence of HEART RESONANCE PRIMER COURSE - HEARTS RISE UP, LLC or from any other cause or causes, whether resulting from my own negligent acts or omissions, from the acts or omissions of third parties, or from the acts or omissions of HEART RESONANCE PRIMER COURSE - HEARTS RISE UP, LLC. I acknowledge that HEART RESONANCE PRIMER COURSE - HEARTS RISE UP, LLC will not be liable for any other direct or indirect loss, cost or expense, of any nature, however caused.

**4. 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 HEART RESONANCE PRIMER COURSE - HEARTS RISE UP, LLC for damages or otherwise which I or my heirs, executors, administrators, or assigns hereafter may have arising from the HEART RESONANCE PRIMER COURSE or any of its associated activities.

**5. INDEMNITY AGREEMENT.** I agree to indemnify and hold harmless HEART RESONANCE PRIMER COURSE - HEARTS RISE UP, LLC from any and all losses, claims, actions, or proceedings of any kind which may be initiated by me and/or any other person or - HEARTS RISE UP, LLC on my behalf. This includes reimbursement of all legal costs and reasonable counsel fees incurred by HEART RESONANCE PRIMER COURSE - HEARTS RISE UP, LLC or other indemnified parties for the defense of any such actions which may arise directly or indirectly from my participation in the HEART RESONANCE PRIMER COURSE. I release and agree to indemnify and hold harmless, HEART RESONANCE PRIMER COURSE - HEARTS RISE UP, LLC from and against all actions, claims or demands that I, my assignees, heirs, distributees, guardians and personal or legal representatives now have or may have in the future for any injury, death, loss or damage of any kind resulting from my participation in the HEART RESONANCE PRIMER COURSE.

**6. WAIVER OF PUNITIVE DAMAGES.** I understand that I am waiving and forever abandoning any claim for punitive or exemplary damages against the HEART RESONANCE PRIMER COURSE - HEARTS RISE UP, LLC. I voluntarily choose to give up this right.

#### **SECTION IV: REFUNDS AND PARTICIPATION**

1. **COMMITMENT.** I fully commit to complete the entire HEART RESONANCE PRIMER COURSE, to the best of my ability.

2. **COMMITMENT EXCEPTION.** Although I am making a firm commitment to complete the course to the best of my ability, I understand that I am not required to continue with the course if I experience unacceptable amounts of mental, emotional, physical or other types of distress while taking the course. In such a situation I will immediately inform the HEART RESONANCE PRIMER COURSE - HEARTS RISE UP, LLC via email with a note to Carol@HeartsRiseUp.com. If I feel the need for psychological assistance or medical attention, I take full responsibility for obtaining it for myself.

3. **REFUNDS.** I acknowledge that my tuition for this course is non-refundable on or after the date of the first session of the course. If I drop out of the course on or after that date, I understand that I am not entitled to a refund. I understand that my course participation may be cancelled or terminated at any time for breaching this agreement.

#### **SECTION V: GENERAL PROVISIONS**

1. **SUCCESSORS AND ASSIGNS.** All of the provisions of this agreement shall be binding upon and inure to the benefit of the HEART RESONANCE PRIMER COURSE - HEARTS RISE UP, LLC hereto and its respective successors and assigns. I agree that I shall not assign any of my rights under this agreement, or delegate the performance of any of my duties hereunder, without the prior written consent of the HEART RESONANCE PRIMER COURSE - HEARTS RISE UP, LLC.

2. **HEADINGS.** I acknowledge and agree that section headings are not to be considered a part of this agreement and are not intended to be a full and accurate description of the contents hereof.

3. **WAIVER.** I acknowledge and agree that the waiver by any party of any breach of any provision of this agreement on the part of the other shall not be construed to operate as a waiver of any other or subsequent breach of the same or any other term, condition or covenant contained in this agreement.

4. **NOTICES.** I acknowledge and agree that any notice to be given hereunder by any party to the other must be affected by mail, registered or certified, postage pre-paid with return receipt requested. Mailed notices for HEART RESONANCE PRIMER COURSE OR HEART RESONANCE PRIMER COURSE - HEARTS RISE UP, LLC shall be addressed to the parties at the addresses appearing below:

I or the HEART RESONANCE PRIMER COURSE - HEARTS RISE UP, LLC may change address by written notice in accordance with this paragraph. I agree to keep HEART RESONANCE PRIMER COURSE - HEARTS RISE UP, LLC current as to my mailing addresses, as well as my telephone number and e-mail address.

5. **CONTAINMENT OF ENTIRE AGREEMENT.** I acknowledge and agree that this agreement is an independent document and supersedes any and all other agreements, either oral or in writing, between myself and HEART RESONANCE PRIMER COURSE - HEARTS RISE UP, LLC, except for any separately signed Confidentiality, Trade Secret, Non-Compete or Non-Disclosure agreements (“Other Agreement”). To the extent that the terms of such Other Agreement(s) conflict with the terms of this agreement, the terms of the Other Agreement shall apply and shall not be modified by this agreement.

6. **REPRESENTATION.** I acknowledge and agree that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party hereto, or anyone acting on behalf of any party hereto, which are not embodied herein, and that no other agreement, statement or promise not contained in this agreement shall be valid or binding. Any modification of this agreement shall be effective only if it is in writing, signed and dated by myself and an authorized representative of THE HEART RESONANCE PRIMER COURSE - HEARTS RISE UP, LLC.

7. **AMENDMENT.** I acknowledge and agree that no amendment or modification to this agreement shall be deemed effective unless mutually agreed upon in writing by both myself and all members of the HEART RESONANCE PRIMER COURSE - HEARTS RISE UP, LLC.

8. **SEVERABILITY.** I acknowledge and agree that it is my intention that this agreement be enforceable, in accordance with its terms, to the fullest extent permitted by law. Accordingly, I hereto expressly agree that if any portion of the agreement or any of its provisions shall, for any reason, be adjudged by any court of competent jurisdiction to be invalid or unenforceable, that adjudication shall not affect, impair, or invalidate the remainder of this agreement but shall be confined in its operation to the provision or provisions of this agreement directly involved in the controversy in which such adjudication shall have been rendered. Moreover, I acknowledge and hereto hereby agree that a court of competent jurisdiction may modify any provision hereof held invalid or unenforceable (including, without limitation, provisions relating to time or geographic limits) only to the extent necessary to render it valid and enforceable.

9. **TERMINATION.** Upon termination of this agreement, the understandings, acknowledgements, agreements, covenants, representations and warranties set forth in Section II, part 1 (ASSUMPTION OF RISK); Section II, part 4 (PROPRIETARY INFORMATION); Section II, part 5 (CONFIDENTIALITY AMONG PARTICIPANTS); Section III, part 1 (RELEASE OF ALL CLAIMS); Section III, part 2 (ASSUMPTION OF RISK); Section III, part 3 (EXEMPTION FROM LIABILITY); Section III, part 4 (COVENANT NOT TO SUE); Section III, part 5 (INDEMNITY AGREEMENT); Section III, part 6 (WAIVER OF PUNITIVE DAMAGES); and Section IV, Part 3. (REFUNDS) shall survive the termination.

10. **JURISDICTION, DISPUTE RESOLUTION AND CHOICE-OF-LAW.** I agree that any dispute or claim arising out of or in connection with or relating in any way to this agreement, my participation in the HEART RESONANCE PRIMER COURSE, my interaction with the HEART RESONANCE PRIMER COURSE - HEARTS RISE UP, LLC, or my interaction with the HEART RESONANCE PRIMER COURSE - HEARTS RISE UP, LLC (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of the State of Georgia without regard to its conflict of law principles.

I further agree that any controversy or claim arising out of or relating to this document, or the breach thereof, at the election of the initiating party, shall be brought either in the courts of the State of Georgia, or in binding arbitration conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"). In the event of arbitration, judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

I further agree that certain rights and actions relating to the HEART RESONANCE PRIMER COURSE and HEART RESONANCE PRIMER COURSE - HEARTS RISE UP, LLC are not compensable with monetary damages and, therefore, hereby consent to extraordinary relief, in equity, including but not limited to injunctive relief, which may be entered and shall be deemed fully enforceable, by either a Georgia state court or the AAA. I agree and consent to the jurisdiction of and venue in Georgia state court and AAA,

and will not challenge the service of process, the legal authority, or the jurisdiction of any proceedings which, at the request of either of the parties, may be held confidential and not publicly disclosed.

11. **COUNTERPARTS.** I acknowledge and agree that this agreement may be executed by the parties hereto in duplicate counterparts and shall become effective upon the execution of my electronic or written signature.

12. **ELECTRONIC SIGNATURES.** I acknowledge and agree that this agreement may be executed by the parties hereto using electronic signatures and shall become effective upon the execution of my electronic or written signature.

I hereby expressly recognize that this agreement is a contract and In Section IV, I have released any and all claims against the indemnified parties resulting from my participation in the HEART RESONANCE PRIMER COURSE, including any claims caused by the negligence of the indemnified parties.

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