

**DISCLAIMER, RELEASE & WAIVER OF LIABILITY**  
**Mindvalley Summit (June 18 – 20, 2021)**

In connection with, and as a condition of, my attendance at the Event (Mindvalley Summit from June 18 to 20, 2021) taking place virtually and conducted by Mindvalley Inc. (Mindvalley and Mindvalley Summit) I understand, confirm, acknowledge and agree as follows:

**CONTENT**

The education and information given at the Event is intended for a general audience and does not purport to be, nor should it be construed as, specific advice tailored to any individual.

The materials presented are proprietary, copyrighted and cannot be copied or replicated for any reason, and are not for resale. I agree not to record any portion of the Event via audio or video for any reason whatsoever.

I hereby knowingly and voluntarily assume any and all risks, whether foreseeable and unforeseeable, directly or indirectly associated with my participation in the Event. I further agree and acknowledge that my participation in the Event and any of the events or programs associated with the Event is of my own free will and choice, completely voluntary, regardless of anything stated or implied.

I agree not to teach others any of the activities conducted at or associated with the Event unless I am fully trained, qualified and certified, and earn my living doing so, and even then, I do so at my own risk and assume sole and full liability for such actions.

While some of the parties putting on presentations (the "Presenters") at the Event are participating with the consent of Mindvalley, Mindvalley assumes no responsibility for accuracy, completeness, timeliness, relevance or appropriateness of any information provided at the Event by the Presenters. Further, should the Event attendee choose to enter into any contractual relationships with any of the Presenters at or subsequent to the Event, the Event attendee does so at their own risk, and acknowledges that Mindvalley has neither responsibility for, nor liability with regard to, any contracts or relationships entered into between the Event attendee and any third party Presenter and/or other attendees at the Event.

In consideration of the opportunity to attend the Event, I fully and completely waive my right to sue and releases Mindvalley, its officers, directors, associates, shareholders, employees, agents, contractors, partners, volunteers and representatives and their respective heirs, successors and assigns from any and all claims which I may otherwise have arising out of or in any way related to participation in the Event or any relationships (contractual or otherwise) entered into with any Presenter and/or other attendees at the Event. In no event shall Mindvalley be liable for any special, direct, indirect, consequential, or incidental damages of any kind whatsoever, including without limitation, punitive or economic damages, lost profits, physical injury, illness (including death) or any damages whatsoever, whether in an action of contract, negligence or other tort, arising out of or in connection with the content or activities conducted at the or during the Event. Mindvalley does not warrant that the delivered content during the Event is free of viruses or other harmful components.

**YOUR CONSENT TO THE COMPANY RECORDING THE EVENT AND THE TRAINING**

I hereby consent to, irrevocably and forever grant Mindvalley the right to record audio, video, and/or photograph all or any portion of the Event and the Training, including, but not limited to, group participation sessions, presentations, performances, or contributions. I hereby further consent to, irrevocably and forever grant Mindvalley the right to record, document, copy, edit or otherwise memorialize conference calls, zoom calls, social media posts, and any other forms of communication, both oral and written, between Mindvalley representatives and anyone participating in the Training and/or the Event (collectively, "Recordings"). I agree that these Recordings may include audio, video, and/or photographs of me, as well as oral, written, and/or electronic communications in which I participate. I irrevocably consent in perpetuity to the Recordings being made, to Mindvalley's unrestricted use of the Recordings, and to Mindvalley's use of my name, image, likeness, photograph, appearance, as well as my oral or written statements, testimonials, and content, whether written or

electronic, and whether in whole or in part, in connection with the Recordings. I irrevocably and forever waive and relinquish any and all intellectual property rights, including copyrights, and any other right of any type or nature in the Recordings and consent to the Mindvalley's use of the Recordings, in whole or in part, in all forms of media, whether now known or hereafter invented, throughout the universe, for any educational, promotional, and/or commercial use or application.

I hereby irrevocably and forever waive all rights I may have to any and all claims or demands for payment, compensation or royalties in connection with the use of any of the Recordings or any such materials, regardless of the purpose of such use or publication, and regardless of whether a fee is charged or collected by Mindvalley for any product and/or service in connection with such use and publication. I also irrevocably and forever waive any right to inspect, review or approve any photograph, recording, or other written material at any time, and irrevocably and forever waive the right to approve the use and medium of publication determined by Mindvalley.

I understand that Mindvalley owns all rights in and to any such photograph, Recordings or testimonial, including any copyright and/or trademark relating to such use, which Mindvalley may be entitled to claim.

I hereby irrevocably and forever release Mindvalley from any and all claims, liability, or action in law, including but not limited to, any and all claims for defamation or copyright infringement, arising from or connected to Mindvalley's use of the Recordings.

#### **RELEASE & LIABILITY WAIVER**

In consideration for being allowed to participate in the Event, I do hereby unconditionally release and forever discharge Mindvalley and its subsidiaries, respective directors, officers, employees, agents, contractors, partners, associates, shareholders, volunteers, successors, assignees, parent and subsidiary entities, representatives, members, affiliates related in any way to Mindvalley and the Event, and any of the training instructors, speakers, Presenters, staff or students taking part in the Event (hereinafter "Releases") of and from any and all actions, liabilities, losses, costs, expenses, claims, demands, and damages (including without limitation those based on negligence, gross negligence, and/or product liability, breach of contract, or breach of any statutory or other duty of care owed under applicable laws) arising from my participation in the Event or injury to.

This Agreement shall fully and finally waive and release all possible future demands, charges, claims, damages, liabilities and causes of action of any nature, including, without limitation, both known and unknown claims and causes of action that may arise out of or in connection with my participation in the Event and Mindvalley's obligations related to the Event.

I expressly waive the provisions of California Civil Code Section 1542, which in part provides:

"A general release does not extend to claims which the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, which and that if known by him or her, would have materially affected his or her settlement with the debtor or released party."

I acknowledge that the foregoing acknowledgements, releases and waivers, including, without limitation, the waiver of the provisions of California Civil Code Section 1542, were expressly bargained for and that it has received the advice of legal counsel with respect to the aforementioned acknowledgments, releases, and waivers and understand the terms thereof.

I am responsible for conducting myself in an appropriate manner and I am fully and solely responsible for any and all actions I take and decisions I make in conjunction with or related to the Event and I alone will determine which activities are suitable and appropriate for me and which ones I will participate in. I further understand that I do not have to participate in any activity and I may withdraw myself from participation in any activity at any time for any reason or no reason at all. I agree I will use my own free will and discretion, considering my physical and mental health, when deciding if it is appropriate and suitable for me to participate in any activity at the or associated to the Event. I fully and exclusively assume the risk for any activities that I participate in at the Event.

I understand that Mindvalley (Mindvalley Inc.) does not provide any health, accident or life insurance protection for participants. I agree to be solely responsible for having my health, accident or life insurance protection, for the type of coverage and for the payment(s) related to any health issues, accidents, psychological or physical injuries, medical or hospital care, therapy or future treatments and procedures, including, but not limited to, the cost of transportation by an emergency medical vehicle.

I will respect the individual rights and safety of others and I will not use any unwanted verbal or physical behavior, including offensive or derogatory language and harassment of a sexual or other nature.

I acknowledge and understand that any dispute, controversy, or claim (collectively, "Claims") arising out of or related to this Disclaimer, Release & Waiver of Liability agreement (hereinafter "Agreement") will be governed by, construed and resolved under the laws of the State of California, United States of America without reference to its conflicts of law principles. I agree to submit to the personal jurisdiction and venue of a court of subject matter jurisdiction located in the County of Santa Clara, State of California. All parties agree that all Claims shall be finally and exclusively resolved by binding arbitration. Such arbitration will be held in the State of California, United States of America, and may be initiated by any party by sending a written notice requesting arbitration to the other parties. The parties agree not to contest personal jurisdiction or venue in connection with any such proceeding. Disputes may only be resolved on an individual basis, and I may not bring a claim as a plaintiff or class member in a class, consolidated, or representative action. Class arbitrations, class actions, private attorney general actions, and consolidation with other arbitrations are not allowed.

I further acknowledge that I am aware of my right to obtain separate and independent legal counsel and had the opportunity to select and obtain independent legal advice prior to the execution of this Agreement and have either waived or received such advice. If I have not been represented by an independent legal counsel of my choice in connection with this Agreement, I acknowledge and agree that my failure to be represented by an independent legal counsel in connection with this Agreement was determined solely by me.

I hereby shall indemnify, defend, and hold Mindvalley harmless from and against any and all claims, actions, suits, demands, assessments, or judgements asserted, and any and all losses, liabilities, damages, costs, and expenses, including, without limitation, attorney fees, alleged or incurred arising out of or relating to any acts or omissions committed by me.

I confirm that I have had sufficient opportunity to read this entire Agreement and acknowledge that I have understood it, and agree to be bound by its terms. I understand that I have the right to seek independent legal advice at my own expense, and I represent and warrant that I have entered into this Agreement voluntarily and after consulting with whomsoever I wish.

This Agreement shall be binding upon and shall inure to the benefit of the Event attendee, his/her respective heirs, legal representatives, and their successors and assigns.

Except otherwise provided in this Agreement, this Agreement shall constitute the only and entire agreement between the parties with respect to the subject matters contemplated herein and supersede all prior or contemporaneous oral or written agreements, understandings or arrangements between the parties relating thereto.

When registering to this event, I confirm that I agree to the above T&C and therefore I will be able to participate fully in the Event's program.