

Seekers Journey

PERSONAL LIABILITY RELEASE

I, _____(name of attendee) intend to participate in the Seekers Journey (“The Program”) with Dr. Nancy Wiley and Trust the Divine, LLC (“The Company”), understanding and agreeing that:

1. The Program is comprehensive in that it will address, at my request, various areas of my life such as work, health, education, relationships, and well-being. The information contained in or made available by the Company, cannot replace or be a substitute for the services of trained professionals in any field, including, but not limited to, mental health, medical, psychological, financial, tax, or legal fields. The Company does not offer any mental health, medical, psychological, financial, tax, or legal advice and none of the information contained in the Program should be confused as such advice.

2. The Program is for people who have a state of emotional well-being, and good and stable mental health, and already feel their life is successful.

3. I will not use the Program as a substitute for counseling, psychotherapy, medical advice, medical treatment or substance abuse treatment. I acknowledge that the Program is not being provided by a licensed medical and/or mental health professional.

4. While the Company plans to take reasonable measures to ensure my safety at the Program, the Company cannot control all circumstances. For this reason, I am legally responsible for my own safety and behavior and agree to the following: I hereby accept any and all risk of injury to myself which may result from participating in the Program, including without limitation, illness and/or complications resulting from contracting the COVID-19 virus and/or other pathogens. I hereby unconditionally release the Company, Dr. Nancy Wiley and their officers, employees, volunteers, contractors and representatives and any employee or representative of Parkland Recreation and Enrichment Center (collectively, the “Protected Parties”) from each and every claim, cause of action,

right, liability, or demand of any kind, whether known or unknown, whether anticipated or not anticipated, that I (and/or my personal representatives, estate, heirs, next of kin, and assigns) may have against the Protected Parties in connection with my participation in the Program, whether caused by the negligence of the Protected Parties, or otherwise, including but not limited to, any claims for damage or loss to my property; claims for damage, illness, injury or death to my body; and claims under any other legal theory. I further agree to indemnify and hold harmless the Protected Parties from liability for any damage and/or injury to any person(s) or property resulting from my own negligent or intentional act or omission while participating in the Program. I do hereby knowingly and expressly waive any and all rights and protections under Florida Civil Code [Section 1542, which reads as follows: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR"], or any similar law, rule or provision of any jurisdiction pertaining to the matters released in this Personal Liability Release.

5. I agree that if I have any medical or psychological conditions that may hamper me from fully and safely participating in the Program, I will notify the Company and the Company retains the right to request that I do not participate in a portion or the entirety of the Program.

I understand that the provisions of this release are a material portion of the consideration of the Company to allow me to participate in the Program, and without the promises I have made within this agreement, the Company would not permit my participation in the Program.

(Print Your Name and Signature) **(Date)**

(Print Name and signature of Legal Guardian of Minor if under the age of 18) **(Date)**

RELEASE OF RIGHTS FOR AUDIO AND VIDEO RECORDING AND PHOTOGRAPHY

I acknowledge that Dr. Nancy Wiley and Company may take photographs and/or audio video recordings of the sessions at The Seekers Journey, September 1-October 20, 2022 in which I am participating. I hereby irrevocably consent to the reproduction of my image, likeness and/or voice in any such photographs and/or video and/or audio recordings.

I grant in perpetuity and release to Dr. Nancy Wiley and Company the exclusive and royalty free rights to record, produce, distribute, sell, license to others, and to otherwise use or exploit for all purposes and in any manner or medium any such photographs, audio and/or video recordings, which contains image, likeness and/or voice. I understand that if I do not wish that Trust the Divine, LLC use my image, likeness or voice, it shall be my responsibility to advise Dr. Nancy Wiley and Trust the Divine LLC as such in writing prior to the Program.”

As a participant of the Seekers Journey, I understand and agree that I may not make any audio and/or video recording of any portions of the Program for any use or purpose whatsoever, including but not limited to, my personal use or distribution to others.

(Print your name and Signature)

(Date)

(Print name and signature of legal Guardian if under the age of 18)

(Date)