

## **COURSE DISCLAIMER & WAIVERS**

In connection with, and as a condition of, my attendance at courses conducted by Career ACTivate, Inc. their agents, affiliates, and assigns (herein collectively referred to as Career ACTivate). I confirm, acknowledge and agree as follows:

### **1) CONTENT:**

The Course is purely an educational Course put on by Career ACTivate. It is not intended as a forum for the promotion of any particular products or investments and neither Career ACTivate nor any of its officers, directors, employees or representatives, in any way recommends or endorses any product or service which may be discussed at the Course.

While the party putting on presentations (the "Presenter") at the Course are participating with the consent of Career ACTivate, Career ACTivate assumes no responsibility for the accuracy or appropriateness of any information provided at the Course by the Presenter. Further, should the undersigned choose to enter any contractual relationships with the Presenter at or subsequent to the Course, the undersigned does so at their own risk, and acknowledges that Career ACTivate has neither responsibility for, nor liability with regard to, any contracts or relationships entered into between the undersigned and any third party Presenter at the Course.

### **2) GRANT OF RIGHTS:**

I understand that during and after my participation in the Course, my voice and image may be recorded in any medium by Career ACTivate (collectively as "Content"). With respect to the Content, I irrevocably assign, transfer, and deliver to Career ACTivate and its affiliates, subsidiaries, licensees, and assigns, all its right, title, and interest to use, refrain from using, change, modify, add to, subtract from and to exploit, advertise, exhibit and otherwise use in any manner and purpose or in any manner and in any and all media, whether now known or hereafter devised, throughout the world, in perpetuity, in all languages, as Career ACTivate, in its sole discretion, will determine.

I agree that the Content may be combined with other images, text, graphics, film, audio, audio-visual works; and may be cropped, altered or modified; and, Career ACTivate will have the right to make such revisions, deletions, abridgments, or other changes in the Content and to combine the same with the work of others as Career ACTivate, in its sole discretion, may deem desirable.

I hereby authorize and grant to Career ACTivate and their agents and assigns, an irrevocable license and permission to use my name, photograph, likeness, voice, testimonial and biographical material, in whole or in part, without review, permission, or approval in any manner, for publication or reproduction in any medium, including but not limited to television, radio, print media, and the Internet, among others, for any purpose, including but not limited to public relations, education, advertising, marketing, training and research. My consent extends to such use without restriction or limitation as to time or geographic boundary.

I hereby waive all rights I may have to any claims or demands for payment or royalties in connection with the use of any of such materials regardless of the purpose of such use or publication, and regardless of whether a fee is charged or collected by Career ACTivate for any product and/or service in connection with such use and publication. I understand that Career ACTivate owns all rights in and to any such photograph, audio and video recording or testimonial material, including any copyright and/or trademark relating to such use which Career ACTivate may be entitled to claim.

### **3) RELEASE & LIABILITY WAIVER:**

In consideration of and as part of my payment for the right to participate in Career ACTivate Courses, the undersigned, my heirs, executors, administrators, successors and assigns do hereby RELEASE, WAIVE, ACQUIT, DISCHARGE, INDEMINIFY, DEFEND, HOLD HARMLESS AND FOREVER DISCHARGE Career ACTivate and their affiliates and entities, principals, directors, employees, agents, heirs, executors, administrators, successors, and assigns and any of the training instructors, guides, staff or students taking part in the training in any way as well as the venue where the Course is being held and any of its owners, executives, agents, or staff (hereinafter "Releasees") OF AND FROM ALL ACTIONS, CAUSES OF ACTION, CONTRACTS, CLAIMS, SUITS, COSTS, DEMANDS AND DAMAGES OF WHATEVER NATURE OR KIND IN LAW OR IN EQUITY arising from my participation in the Courses.

### **4) NOT A TALENT AGENCY CONTRACT:**

CAREER ACTIVATE IS A TALENT COUNSELING SERVICE. THIS IS NOT A TALENT AGENCY CONTRACT. ONLY A TALENT AGENT LICENSED PURSUANT TO SECTION 1700.5 OF THE LABOR CODE MAY ENGAGE IN THE OCCUPATION OF PROCURING, OFFERING, PROMISING, OR ATTEMPTING TO PROCURE EMPLOYMENT OR ENGAGEMENTS FOR AN ARTIST. CAREER ACTIVATE IS PROHIBITED BY LAW FROM OFFERING OR ATTEMPTING TO OBTAIN AUDITIONS OR EMPLOYMENT FOR YOU. IT MAY ONLY PROVIDE YOU WITH COUNSELING. FOR MORE INFORMATION, CONSULT CHAPTER 4.5 (COMMENCING WITH SECTION 1701) OF PART 6 OF DIVISION 2 OF THE LABOR CODE. A DISPUTE ARISING OUT OF THE PERFORMANCE OF THE CONTRACT BY THE TALENT SERVICE THAT IS NOT RESOLVED TO THE SATISFACTION OF THE ARTIST SHOULD BE REFERRED TO A LOCAL CONSUMER AFFAIRS DEPARTMENT OR LOCAL LAW ENFORCEMENT, AS APPROPRIATE.

### **5) ASSUMPTION OF RISKS:**

I do hereby acknowledge that the activities at the Courses pose known and unanticipated substantial risks of physical injury and/or death, disease or illness and/or damage to or loss of personal property. I hereby knowingly and voluntarily assume any and all risks and do agree and acknowledge that my participation in the Courses and any of the courses or programs associated with the Courses is of MY OWN FREE WILL AND COMPLETELY VOLUNTARY, regardless of anything stated or implied.

\*I also acknowledge that (i) I will inspect the facilities, grounds and equipment prior to being involved in any activity, (ii) I will not participate until I have conducted such inspection and (iii) my participation is my acceptance of the facility, grounds and equipment as being safe and reasonably suited for the purposes intended and (iv) I voluntarily sign this document.

**6) AGREEMENT NOT TO TEACH:**

I agree not to teach others any of the proprietary methods or activities conducted at the Courses unless I am fully authorized, trained, qualified and permitted to do so by Career ACTivate. I acknowledge that all materials created and owned by Career ACTivate are its exclusive property and protected by the copyright laws of the United States and by international copyright laws.

**7) ACKNOWLEDGMENT OF FREE WILL:**

I am fully responsible for any and all decisions I make in conjunction with the Courses and I alone will determine which activities I will participate in. I further understand that I DO NOT HAVE TO PARTICIPATE IN ANY ACTIVITY AND I MAY WITHDRAW MYSELF FROM PARTICIPATION AT ANY TIME. I agree I will use my own free will and discretion, considering my physical and mental health, when deciding if it is appropriate for me to participate in any activity.

**8) APPLICABLE LAW:**

It is the intention of the parties that all rights and liabilities of the parties will be determined in accordance with the laws of the State of California and applicable U.S. federal laws. The parties submit to the exclusive jurisdiction and venue in the state and federal courts located in the Los Angeles County and the Central District Court, California in respect to any matter arising out of this release and waiver.

**9) ASSIGNABILITY:**

Career ACTivate may assign this Agreement or any of its rights to any third party and this Agreement will inure to the benefit of Career ACTivate, its successors and assigns. I may not assign this Agreement or any of my rights or obligations, in whole or in part, to any person or entity, it being understood that my services are unique.

**10) SEVERABILITY:**

Each of the sections contained in this Agreement will be enforceable independently of every other section in this Agreement, and the invalidity or unenforceability of any section will not invalidate or render unenforceable any other section contained herein. If any section or provision in a section is found invalid or unenforceable, it is the intent of the parties that a court of competent jurisdiction will reform the section or provisions to produce its nearest enforceable economic equivalent.

\*I acknowledge that by checking the box during the registration process that states "I HAVE READ AND ACCEPT THE TERMS ON THIS PAGE" that I have had sufficient opportunity to read this entire release and waiver agreement and acknowledge that I have understood it, and agree to be bound by its terms. No representations, statements or inducements, oral or written, apart from the foregoing written statement, have been made, and no modifications or waiver of the provisions of this release and waiver will be binding on either party unless agreed to in writing by Career ACTivate.