

DISCOVERY PROGRAMS

General Release and Waiver of Liability, Assumption of Risk, Authorization and Indemnity Agreement

Updated July 2024

This General Release and Waiver of Liability, Assumption of Risk, Authorization, and Indemnity Agreement (this "Agreement") is by and among you (the "Participant" or "Volunteer", either of which may be referred to as "Releasor"), or if you are the parent or legal guardian of the Participant then on behalf of such Participant, and Discovery Programs ("Discovery" "the Program" or "Releasee"). For the sake of clarity and depending on the context, references to "we," "our" and "us" also refers to Discovery and references to "you" or "your" also refers to Participant and/or Volunteer. You and Discovery may be collectively referred to as "the Parties". Participant, Volunteer, or Releasor includes your heirs, distributees, legal representatives, successors, and assigns. Discovery or Releasee, includes Discovery's subsidiaries and other affiliates, and its respective employees, volunteers, officers, directors, shareholders, owners, lessors, lessees, suppliers, agents, contractors, successors, and assigns.

PLEASE READ CAREFULLY. By agreeing to the General Release and Waiver of Liability during online registration, you acknowledge that you have read and fully understand this legally binding agreement. You understand you are assuming known and unknown risks, giving up legal rights, and providing to us your authorization. If you are unsure of anything in or about this Release, you should consult an attorney before completing your online registration. (We cannot provide legal advice).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and in consideration of the premises and the covenants contained herein, You and Discovery do hereby covenant and agree as follows:

1. Mutual Understandings

1.1 Discovery. Discovery is a 501(c)(3) Texas non-profit corporation that endeavors to create a warm and nurturing environment in which Participants will feel safe and comfortable sharing their feelings, experiences, and concerns. Discovery intends to help those in need. However, **the services provided do not constitute behavioral health treatment, counseling, or the practice of psychotherapy.** A referral may be offered if these services are needed or requested. Discovery tries to take maximum advantage of each Participant's time. While Discovery does try to establish a caring and nurturing environment, the Program does involve long hours and can be tiring and challenging.

1.2 Programs. Discovery conducts various program events intended to assist Participants to become more aware, communicative, sensitive, and empowered. Many, but not necessarily all, Participants have found that sharing their thoughts, feelings, philosophies, and personal information with others, followed by experiencing acceptance from others, can be a meaningful and helpful experience. The Program is educational and experiential in nature. **Discovery is not medical or psychological treatment or therapy, nor is it intended to replace any medical or psychological treatment or therapy, and we do not guarantee any specific results. Discovery does not staff any Program with medical, mental, or other health care professionals nor does it provide any professional medical or psychological or psychiatric services or facilities.**

1.3 Participation. Sharing and taking part in program events, exercises, and activities is vital to the program. Such sharing with others (most, if not all, of whom may be previously unknown to the Participant), however, necessarily entails foreseeable and unforeseeable risks, as do other aspects of the Program. Sometimes sharing personal information can be harmful. From the sign-up questionnaire Participant has been asked to

complete and submit, Participant is aware of some of the types and level of sensitivity of personal information that may be discussed during the Program. Many people with varying backgrounds participate in the Program.

1.4 Enrollment discretion. Discovery reserves the right to refuse enrollment to, or to stop the participation of, any Participant (a) whose condition is, in Discovery's sole determination, beyond our capability to provide proper care, or (b) who, in our sole determination, is disruptive, uncooperative or poses a threat to the health or safety of other Participants, staff, volunteers, or others.

1.5 Privacy. Discovery will respect the Participant's privacy, which means Discovery will not release or share information provided by Participant unless required by law or agreed to by Participant. If Discovery believes that Participant poses an imminent danger to Participant or others, Discovery reserves the right to take appropriate action, including, but not limited to, informing proper authorities.

1.6 Location and risks. Discovery Programs will be held at a venue that Discovery, in its sole discretion, selects. The Program may be held at facilities that may be inherently risky. For purposes of illustration and not limitation, the Program location could be at a ranch where there would be the possibility of tripping or slipping on uneven ground or being injured by livestock or other animals. Wherever the Program location is, there will always be some possibility of bodily injury, disability, disease, or death, or of mental or emotional distress resulting from an injury or traumatic event.

2. Acknowledgment and Agreements. By registering, you understand, acknowledge, and agree to the following:

2.1 You must self-determine what information to disclose and **should only disclose information You feel comfortable disclosing under the circumstances. You expressly assume the risk of such disclosure and understand Discovery is not responsible for any such disclosures or the consequences thereof.**

2.2 You assume the risks of and understand and agree that Discovery is not responsible for the acts of any other Participant in the Program or any third party, whether such acts occur prior to, during, or after the Program.

2.3 By attending the program, you affirm and represent that you are in good physical and mental condition to participate in the Program; that you are not under the influence of alcohol or any drugs that would cause such participation to harm you or others, and that if you are taking medication, you are attending the program only after consulting a physician about any risks involved in attending the Program while under the influence of the medication.

2.4 You shall immediately and clearly inform Discovery if at any time you experience any physical or mental discomfort that may be out of the ordinary and you understand that in such circumstance it is your sole responsibility to stop participating in the Program.

2.5 In the event of any injury or problem, it is possible that Discovery would need to arrange for medical care or take you to a medical facility.

2.6 Eight percent (8%) of the registration cost is deemed nonrefundable. This nonrefundable portion applies regardless of the reason for cancellation or withdrawal.

2.7 No refunds are available for no-shows (no notice of non-attendance at least 24 hours to the program weekend) by the Participant and Participant waives any right of recovery of all costs and expenses, including but not limited to program fees, transportation, lodging, meals, and other fees, costs and expenses related to or arising out of Participation or withdrawal from Participation in the Program.

2.8 In the event of cancellation of a scheduled Program weekend due to any reason, including but not limited to low registration numbers, unforeseen circumstances, or natural causes, Discovery Programs shall not be liable for any incurred airfare, lodging, or any other related expenses. Participants are responsible for managing their own travel arrangements and are encouraged to consider travel insurance to mitigate potential losses. Discovery Programs reserves the right to cancel or reschedule a Program weekend at its discretion, and in such cases, will endeavor to provide timely notice to registered Participants.

2.9 Although emotional support animals and pets are not permitted at the venue, in the event you inform Discovery at least 72 hours prior to your attendance at a Program weekend that you require the assistance of your service dog, it is Discovery's policy to allow service dogs. However, you will be responsible for controlling the dog and will be responsible for any and all damages caused by the dog. Discovery reserves the right to require you to remove the dog from the venue if Discovery, in its sole discretion, reasonably believes that the dog's presence creates a safety issue or otherwise interferes with the health, safety, or well-being of other Participants, staff, volunteers, or others.

2.10 **You are fully informed that, despite Discovery's best efforts to keep you and/or your property safe, some aspects of the Program involve risks both known and unknown, and may result in personal injury or death or property damage. You understand, acknowledge, and agree that Discovery/Releasee has no control over the acts of third parties, the weather, acts of God, war, or other events beyond Discovery's control.**

3. LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU HEREBY: (a) VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR, AND ALL RISKS OF, ANY BODILY INJURY, MENTAL ANGUISH, LOSS OF CONSORTIUM, PERMANENT DISABILITY, DEATH, OR PROPERTY DAMAGE ARISING OUT OF THE PROGRAM; (b) AGREE THAT DISCOVERY IS NOT LIABLE FOR INJURY CAUSED BY ANY FIRST AID, TREATMENT, OR SERVICE ADMINISTERED TO YOU IF YOU ARE INJURED; (c) AGREE TO RELEASE, ACQUIT, SATISFY, WAIVE AND FOREVER DISCHARGE ALL CLAIMS, LIABILITIES, ACTIONS, DEMANDS, EXPENSES, COSTS, LOSSES AND COMPLAINTS, WHETHER KNOWN OR UNKNOWN, THAT YOU MAY HAVE AGAINST DISCOVERY ARISING OUT OF YOUR PARTICIPATION IN THE PROGRAM OR THE NEGLIGENCE OR STRICT LIABILITY OF ANYONE, INCLUDING ANY OF THE RELEASEES, WHETHER PASSIVE OR ACTIVE, SOLE OR CONTRIBUTORY; and (d) AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS DISCOVERY FROM AND AGAINST ANY CLAIM AGAINST DISCOVERY ARISING OUT OF YOUR PARTICIPATION IN THE PROGRAM.

4. NO WARRANTIES. YOU UNDERSTAND THAT DISCOVERY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EXCEPT TO ACKNOWLEDGE THE POSSIBILITY OF DANGERS OF THE PROGRAM THAT CANNOT BE ELIMINATED REGARDLESS OF THE CARE TAKEN TO AVOID INJURIES OR PROPERTY DAMAGE. ANY ORAL OR WRITTEN (INCLUDING ELECTRONIC) REPRESENTATIONS THAT ARE INCONSISTENT WITH THE FOREGOING ARE NOT AUTHORIZED AND ARE EXPRESSLY DISCLAIMED BY DISCOVERY.

5. ENTIRE AGREEMENT. You understand that this Agreement contains the entire agreement and understanding among the Parties and supersedes any and all prior oral or written agreements and understandings. You agree that no representation, warranty, condition, understanding or agreement of any kind with respect to the subject matter hereof shall be relied upon by the Parties unless incorporated herein. This Agreement may not be modified except by an express written agreement signed by the President of Discovery. This Agreement shall not be construed against either Party regardless of who prepared it.

6. CHOICE OF LAW AND CHOICE OF FORUM. Any disputes arising out of or related to this Agreement, or the Parties' relationship created hereby, shall be governed by the internal law of the State of Texas, including its statutes of limitations and statutes of repose. The Parties irrevocably consent to the jurisdiction of, and venue in, the courts of Travis County, Texas, to the exclusion of all other courts and fora.

7. SEVERABILITY. The Parties desire that each of the provisions of this Agreement shall be enforced to the fullest extent permissible under the law. Invalidity of any provision of this Agreement does not affect the validity of the rest of the agreement.

YOU HEREBY AFFIRM AND AGREE THAT YOU HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS, INCLUDING THE WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY PROVISIONS. YOU ARE AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN YOU AS RELEASOR AND DISCOVERY AS RELEASEE UNDER WHICH YOU ARE GIVING UP SUBSTANTIAL RIGHTS, INCLUDING RIGHTS TO SUE. BY AGREEING TO THE GENERAL RELEASE AND WAIVER OF LIABILITY DURING REGISTRATION, YOU AFFIRM THAT YOU SIGNED THIS AGREEMENT VOLUNTARILY OF YOUR OWN FREE WILL AND INTEND FOR IT TO BE A COMPLETE AND UNCONDITIONAL ASSUMPTION OF ALL RISKS AND A RELEASE OF LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

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