

DISCOVERY PROGRAMS

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

PLEASE READ CAREFULLY. By accepting this General Release and Waiver of Liability, Assumption of Risk, Authorization, and Indemnity Agreement (the “*Release*”), you are assuming known and unknown risks, giving up legal rights, providing to us your authorization, and entering into a legally binding agreement. Also, by e-signing during registration, you acknowledge that you have read and fully understand this Release. If you are unsure of anything in or about this Release, you may wish to consult an attorney before you accept. (We cannot provide legal advice.)

Discovery Programs (“*Discovery*”) is a 501(c)(3) Texas non-profit corporation. Discovery conducts various program events (“*Program*”) intended to assist participants to become more aware, communicative, sensitive, and empowered.

I hereby voluntarily apply to participate in the Program. As the Participant, I voluntarily enter into this Release on behalf of myself, or, if I am the parent or legal guardian of the Participant then on behalf of such Participant, and in either case on behalf of all of the Participant’s heirs, distributees, legal representatives, successors, assigns, and all persons who are related to or may have a claim by or through the Participant (collectively, “*Releasers*”), or arising out of the Program or Release.

The Program endeavors to create a warm and nurturing environment in which Program participants will feel comfortable sharing their feelings, experiences, and concerns with others in the program. 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, to be a meaningful and helpful experience.

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 signup 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. Participants must determine for themselves what information to disclose and should only disclose such information as they feel comfortable disclosing under the circumstances. Participant expressly assumes the risks of, and understands and agrees that Discovery and its subsidiaries and other affiliate(s), and their respective employees, officers, directors, shareholders, owners, suppliers, agents, contractors, successors and assigns (collectively, “*Releasees*”) are not responsible for, any such disclosures or any consequences thereof.

Many people with varying backgrounds participate in the Program. The Program is intended to help those in need. Participant assumes the risks of and understands and agrees that Releasees are not responsible for, the acts of any other participants in the Program, whether they occur prior to, during, or after the Program.

The Program tries to take maximum advantage of participants’ time. While the Program does try to establish a caring and nurturing environment, it does involve long hours and can be tiring and challenging.

Participant understands and agrees that the Program will be held offsite at a venue that Discovery in its discretion selects. The Program may be provided at facilities that may be inherently risky. For purposes of illustration and not limitation, the Program location may be at a ranch where there would be the possibility of slipping on uneven ground or even being injured by cattle or other animals. Wherever the Program location is, there will always be some possibility of bodily injury, disability, or death, or mental or emotional distress resulting from an injury or traumatic event. Participant agrees to assume these risks.

The program is educational and experiential in nature. It is not a medical treatment or therapy, nor is it intended to replace any medical treatment or therapy, and we do not guarantee any specific results. A person with serious physical or emotional problems should be under the care of a physician or counseling professional. Discovery does not staff any Program with medical, mental or other health care professionals or provide any professional medical or psychological or psychiatric services or facilities. Participant understands and agrees that he or she shall immediately and clearly inform the facilitator or staff if at any time he or she experiences any physical or mental discomfort that may be out of the ordinary, but that it is Participant’s sole responsibility to stop participating or otherwise remove himself or herself from the situation or Program in his or her sole discretion.

Discovery reserves the right to refuse enrollment to, or to stop the participation of, any Participant (i) whose condition is, in its sole determination, beyond its capability to provide proper care, or (ii) who, in its sole determination, is disruptive, uncooperative or poses a threat to the health or safety of other participants or staff or others. In the event of any injury or problem, it is possible that Releasees would need to arrange for medical care or take the Participant to a medical facility. By signing this Release, you authorize Releasees to do so. No refunds are available for absences, dismissals, or withdrawals by the Participant. I hereby assume and agree to waive as to Releasees 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 my participation in the Program.

I hereby acknowledge, understand, and agree that I am fully informed that the Program is inherently dangerous, involve both known and unknown risks, and may result in personal injury or death. I understand and agree that Releasees have no control over the acts of third parties, the weather, acts of God, war, or other *force majeure* events.

I acknowledge, understand, and agree that if Discovery believes I pose an imminent danger to myself or others that Discovery has the right and obligation to take appropriate action, including but not limited to informing proper authorities.

I affirm and represent that I am in good physical and mental fitness to participate in the Program; that I am not under the influence of alcohol or any drugs that would cause such participation to harm me, or if I am taking medication, that I have seen a physician and have approval to so participate while under the influence of the medication/drugs.

In consideration for permitting me to participate in the Program, I, on my own behalf and that of the Releasors, hereby: (i) 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; (ii) agree to remise, release, acquit, satisfy, waive and forever discharge all claims, liabilities, actions, demands, expenses, costs, losses, and complaints, whether known or unknown, that I or any Releasors may have against Releasees arising out of my participation in the Program or the negligence or strict liability of anyone, including any of the Releasees, whether passive or active, sole or contributory ("*Claims*"); and (iii) with respect to any Claims waive the provisions of section 1542 of the Civil Code of California (and all similar laws of any other jurisdictions), which provides: "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." However, this limitation does not limit or exclude any liability to the extent not permitted by applicable law. I further expressly agree to defend, indemnify, and hold harmless Releasees, and each of them, from and against any and all Claims.

I understand and agree that my sole and exclusive remedy against Releasors arising out of my participation in the Program is a refund of the amount actually paid to Discovery for the Program fee. Any action arising out of such participation or this Release must be commenced within one year after the cause of action has accrued.

I understand and agree that Releasees make no warranties or representations about these matters, except to acknowledge the inherent 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 specifically disclaimed.

This Release contains the entire agreement and understanding among the parties and supersedes any and all prior oral and written agreements and understandings. I 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 Release shall be governed, construed, and applied under the substantive laws of the State of Texas without consideration of its choice of law rules. Discovery shall be entitled to recover its reasonable attorneys' fees and reasonable costs in any action or proceeding arising out of the Program or this Release. The exclusive jurisdiction and venue of any action with respect to this Release shall be the appropriate state and U.S. federal courts having within their jurisdiction Austin, Texas, and Releasors each submits itself to the exclusive jurisdiction and venue of such courts for the purpose of any such action.

The parties desire that each of the provisions of this Release shall be enforced to the fullest extent permissible under the laws and public policies applied in each jurisdiction in which enforcement is sought and is proper. Accordingly, if any particular portion of this Release shall be adjudicated to be invalid or unenforceable, this Release shall not be

deemed null and void but shall be deemed not to include the portion thus adjudicated to be invalid or unenforceable, such deletion to apply only with respect to the operation of this Release in that particular jurisdiction in which such adjudication is made. All provisions not affected by any such determination shall remain in full force and effect to the fullest extent permissible. This Release shall not be construed against either party regardless of who prepared it.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS, INCLUDING THE WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY PROVISIONS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN ME AND RELEASEES UNDER WHICH I AM GIVING UP SUBSTANTIAL RIGHTS, INCLUDING RIGHTS TO SUE. I HAVE SIGNED IT VOLUNTARILY OF MY OWN FREE WILL, AND INTEND FOR IT TO BE A COMPLETE AND UNCONDITIONAL ASSUMPTION OF ALL RISKS AND RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY THE LAW.

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