

Jaiya, Inc.,
Release of Liability, Waiver of Legal Rights and Assumption of Risk
V. 3.0 – 7-24-19

I hereby acknowledge and agree that I am voluntarily participating in a workshop presented by Jaiya Inc. on the date and at the location listed herein. I am over the age of 18 and of sound mind and body.

I hereby acknowledge and understand that the workshop contains adult content of a sexual nature and am fully consenting to my participation and education of this kind of adult and sexual content, including graphics images and discussions of a personal and intimate nature. I acknowledge and agree that I have been informed that I am only to share or participate with the portions of the workshop that I feel comfortable with and am not in any way required to participate in any portion that may cause me physical or emotional distress or injury.

I understand and agree that all of the materials, methods and processes used and/or disclosed to me either before, during or after the workshop are copyrighted works owned by Jaiya, Inc. and/or their affiliated entities and shall be kept confidential by me in perpetuity. I understand and agree that I will be subject to immediate injunctive relief and liquidated damages of \$1,000 per unauthorized disclosure of these confidential materials in the event that I copy, distribute, publicize, display or reproduce any of the copyrighted materials at any time.

I acknowledge and agree that my participation in this workshop is for personal reasons only and I will not use any information obtained therein for any commercial purposes or for other personal financial gain, unless, if applicable, in connection with my Certified Erotic Blueprint Breakthrough Coaching business. Further, I acknowledge and agree that there are no guaranteed outcomes for and no refunds given by Jaiya, Inc. for the workshop. I hereby understand, acknowledge and agree to the following release of liability, waiver of legal rights and assumption of risk as follows:

1. I acknowledge and agree that my attendance and participation in the workshop are completely voluntarily by me and shall be made with my full consent at all times during the workshop, and that the workshop is an educational and recreational activity that may involve topics and activities of a sexual, physical and/or emotional nature. I understand and acknowledge the inherent risks associated with my participation in the workshop and that my participation could result in mental, physical and/or emotional injury to me or a third party. I hereby assume all risks associated with my participation in the workshop regardless of whether it results in actual harm or perceived harm to me or a third party.

2. I hereby agree to indemnify, defend and hold harmless Jaiya Inc., it's subsidiaries and assigns, affiliates, and all respective officers, directors, agents, instructors, speakers, attorneys, insurers, members, and owners of equipment and the land and premises related to and/or used for the workshop (hereinafter collectively referred to as "Released Parties") from any and all actual or potential liability, claims, demands or causes of action arising from or related to my participation in the workshop. I hereby agree to be strictly liable for my own participation and actions related to the workshop.

3. I understand and acknowledge that my participation in the workshop may have inherent dangers that no amount of care, caution, instruction, or expertise can eliminate, and I expressly and voluntarily assume all risk of any and all emotional and/or physical and/or spiritual distress and/or injuries related to my participation in the workshop.

4. I understand and agree that the Released Parties cannot anticipate or predict my actions, behavior and/or responses and/or potential injuries and/or emotional distress that could or may occur as a result of my exposure to the adult content and/or activities in the workshop. I therefore

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hereby agree to indemnify, defend and hold the Released Parties harmless from any and all claims, judgments, and/or actions, and agree to pay any and all reasonable attorneys' fees and costs related to or arising from or in connection with the workshop, including any action or claim brought as a result of my participation in the workshop. Payment of attorney's fees and costs shall be my sole responsibility regardless of whether the action or claim is asserted via letter, or potential claim or actual action whether or not a judgment or final resolution is ever obtained.

5. I agree that I will, at all times, act and behave in a reasonable and safe manner before, during and after the workshop so as not to cause any undue risk or injury or danger to the lives, liberties and/or freedoms of any persons associated with the workshop. I also agree that I will not damage any property in any manner. Any damages caused by me or caused by a third party in response to my actions shall be borne by me wholly and absolutely.

6. I agree that I have had the opportunity to consult independent legal counsel with regard to this Agreement and fully understand my rights, duties and obligations under this Agreement and am signing this Agreement with full capacity and understanding of same.

7. I have read and understand the above and acknowledge that the same constitutes a release of liability and a waiver of my legal rights and is also acknowledgement of the assumption by me of all risks arising out of my participation in the workshop. I further represent that this release of liability, waiver of legal rights and assumption of risk shall continue in force and effect in perpetuity.

8. I hereby expressly recognize that this Release of Liability, Waiver of Legal Rights and Assumption of Risk is a contract pursuant to which I have released any and all claims against the Released Parties resulting from my participation in the workshop, including any claims caused by the negligence or gross negligence of the Released Parties.

9. I agree that any and all claims arising out of or associated with this Agreement shall be resolved by confidential binding arbitration under the laws of the state of Colorado notwithstanding conflicts of laws and brought before a single arbitrator with AAA or JAMS chosen by the Released Parties. The venue of such arbitration shall be in Boulder. I agree that the Colorado Code of Civil procedure and discovery rules shall apply to the arbitration. The prevailing party in any such arbitration shall be entitled to reasonable attorney's fees and costs awarded whether or not the arbitration proceeds to final judgment or not. A prevailing party may be one on motion, interim order or final judgment. Service of such arbitration proceedings shall be made by express mail or certified mail, confirmed as received upon delivery of same. The parties may agree to email service with confirmation of receipt.

10. Confidentiality: I acknowledge that the Presenters, workshop support team and participating members in the workshop may disclose personal facts and stories during the course of the workshop. I agree that I will not share personal information shared at the event with those who were not in attendance at the event, whether to any other individual(s) or through any public means. While Jaiya, Inc. does its best to protect personal information from being shared outside of the event by having all participants sign this agreement, if you share personal facts or stories at the event and your personal information is shared publicly, whether by accident or with intent by other participating members, **any and all remedies must be resolved between you and the offending individual(s)**. For any breach of personal confidentiality I HEREBY RELEASE AND HOLD HARMLESS all Released Parties as stated in item 2 in this document.