

GROUNDUP UNION WORKSHOP

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MEDIA, LIABILITY, AND CONFIDENTIALITY AGREEMENT

1. MEDIA RELEASE

1.1. I hereby grant Grounded Union, Inc. ("Company") the irrevocable right and permission to record, capture, publish, reproduce, distribute, broadcast, stream, sell, and otherwise use my name, likeness, image, voice, appearance, and statements in photographs, images, videos, and audio recordings taken during and Grounded Union in-person events I'm registered for and attend.

1.2. I understand and agree that these recordings and/or images may be used in whole or in part, at the Company's sole discretion, for promotional, marketing, advertising, educational, informational, commercial, or any other lawful purposes, in any format now known or later developed including on social media platforms, streaming platforms, and in advertising campaigns.

1.3. I waive any right to royalties or other compensation arising from or related to the use of the images, recordings, or materials. I also waive any right to inspect or approve the final materials in which my likeness appears.

2. LIABILITY RELEASE

2.1. I acknowledge and agree that my participation in the Event is completely voluntary. I understand that while the activities are generally not physically demanding, there is always a risk of incidents (e.g., tripping, slipping, falling) and I voluntarily assume all risks associated with these activities including physical, mental, or emotional effects.

2.2. In consideration of being permitted to participate in the Event, and to the fullest extent allowed by law, I voluntarily release, forever discharge, and covenant not to sue Grounded Union, Inc., its directors, officers, employees, independent contractors, volunteers, representatives, agents, affiliates, successors, and assigns (collectively, the "Released Parties") from any and all liability, claims, demands, actions, damages, losses, or causes of action of any kind or nature, whether known or unknown, foreseen or unforeseen, arising out of or related to any injury (including death) or property damage I may sustain while participating in the Event or using any facilities, even if caused in whole or in part

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by the negligence of the Released Parties.

2.3. I agree to indemnify and hold harmless the Released Parties from any and all claims, demands, losses, causes of action, damages, lawsuits, judgments, including attorneys' fees and costs, arising out of or relating to my participation in the Event.

3. MENTAL HEALTH OUTCOMES

3.1. I understand that the Grounding Union Workshop provides general guidance on relationship and personal matters for educational purposes only. The Company does not provide mental health care, and the Workshop is not a substitute for professional mental health treatment, therapy, or counseling.

3.2. If I am experiencing mental health issues or instability, I acknowledge that it is my responsibility to seek professional help in my local area. I further agree that the Released Parties shall not be liable for any psychological or emotional distress, or for any outcomes in my relationships, including my marriage, arising from or related to my participation in the Workshop.

4. CONFIDENTIALITY AGREEMENT

4.1. I understand that any and all proprietary information, training materials, and workshop content (collectively, "Confidential Information") provided or made available to me at or in connection with the Event is the exclusive property of the Company.

4.2. I agree not to disclose, copy, record, reproduce, duplicate, distribute, sell, or otherwise make available any Confidential Information to any third party, in whole or in part, without the express prior written consent of the Company.

4.3. This confidentiality obligation does not expire upon the conclusion of the Workshop and shall remain in full force and effect indefinitely.

5. IP Ownership

5.1. All content, materials, tools, and exercises used or provided during the Event are and remain the exclusive intellectual property of the Company and may not be copied or reused in any way without written consent.

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6. NON-DISPARAGEMENT

6.1. Participant agrees not to make or publish any disparaging remarks, comments, or statements about the Company, its representatives, or the Event, whether orally or in writing, including on social media platforms.

7. Limitation of Liability

7.1. To the maximum extent permitted by law, the Company's total liability for any claim related to the Event shall not exceed the amount of any fee paid by the Participant for attending the Event.

8. ACKNOWLEDGMENT OF ADULT STATUS

8.1. I represent that I am at least eighteen (18) years of age or older, and competent to enter into this Agreement. If I am under the age of eighteen, I will not participate in the Event without the express written consent of a parent or legal guardian, who must also sign a separate agreement on my behalf.

9. DISPUTE RESOLUTION

9.1. In the event of any dispute, claim, or controversy arising out of or relating to this Agreement, including the breach, termination, enforcement, interpretation, or validity thereof, the parties agree to first attempt to resolve the matter through good faith mediation. Mediation shall be conducted by a neutral third party agreed upon by The Real Dispute. If the dispute is not resolved through mediation within 30 days from the date written notice of the dispute is provided, the matter shall be submitted to binding arbitration in accordance with the rules of American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

9.2. The mediation and arbitration shall take place in Hawaii, unless otherwise agreed. Each party shall bear its own costs and expenses of mediation and arbitration, and the costs of the mediator or arbitrator shall be split equally unless otherwise determined in the final award.

9.3. By signing this Agreement, the parties waive their right to a jury trial or to file suit in a court of law, except to enforce an arbitration award or seek injunctive relief.

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10. ENTIRE AGREEMENT AND SEVERABILITY

10.1. This Agreement constitutes the entire understanding between the parties regarding the subject matter herein and supersedes all prior or contemporaneous discussions or agreements, whether written or oral.

10.2. If any provision of this Agreement is held by a court of competent jurisdiction or arbitrator to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect.

11. Force Majeure

11.1. The Company shall not be liable for any delay or failure in performance caused by events beyond its reasonable control, including acts of God, government restrictions, natural disasters, pandemics, or interruptions in power or communications.

12. NO WAIVER

12.1. The failure of the Company to enforce any provision of this Agreement shall not be deemed a waiver of its right to enforce that provision or any other provision at any time thereafter.

13. GOVERNING LAW

13.1. This Agreement shall be governed by and construed in accordance with the laws of the State of Hawaii, without regard to its conflict of law principles.

ACKNOWLEDGMENT AND SIGNATURE

By purchasing my ticket, I acknowledge that I have carefully read, fully understand, and voluntarily agree to be bound by the terms and conditions set forth in this Agreement. I affirm that I have had sufficient opportunity to consult with an attorney or any other advisor of my choice before signing up. I confirm that I am purchasing this ticket and agreeing to this Agreement freely, voluntarily, and without reliance upon any promises, representations, or other statements not contained herein.