



PARTICIPANT AGREEMENT

THIS PARTICIPANT AGREEMENT (“Agreement”) is entered into as of the Effective Date (as defined in Section 15 of this Agreement), by and between **SVETLANA MASGUTOVA EDUCATIONAL INSTITUTE FOR NEURO-SENSORY MOTOR AND REFLEX INTEGRATION, LLC**, a Nevada limited liability company, having a mailing address of P.O. Box 1651, Melrose, Florida 32666 (the “**Institute**”), and _____, whose address is _____ (“**Participant**”), each individually referred to as a “**Party**” and collectively referred to as the “**Parties.**”

Preliminary Statement. The Institute has developed, and continually improves the development of, materials, methods, and programs, relating to the restoration and maturation of primary movements, reflexes, coordination systems, and skills for optimal performance of natural mechanisms, developmental processes, brain functioning, and sensory-motor integration, for the benefit of special-needs individuals, which are used to give familial caregivers and professionals knowledge in, and safe tools for the use of, natural, genetic motor resources to facilitate successful neurosensorimotor development and joyful learning, to be used by family members of such special-needs individuals and professionals who have special-needs patients/clients (collectively, “**Methods**”). Participant has requested to participate in programs, workshops, conferences, courses, and/or activities (singularly and collectively, an “**Activity**” or “**Activities**”) conducted by the Institute. Participant acknowledges that during the Activities, Participant will be given and/or provided access to certain materials, manuals, workbooks, data, knowhow, trade secrets, and other confidential information relating to the Methods (collectively, and along with the Methods, are referred to herein as the “**Proprietary Information**”). The Institute is willing to allow Participant to attend Activities, and to disclose to Participant certain Proprietary Information, pursuant to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. VOLUNTARY PARTICIPATION. Participant desires to participate in the Activities and engage in activities related thereto. Participant freely and voluntarily, with full understanding of the

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terms of this Agreement, and without duress, executes this Agreement for the reliance and benefit of the Institute.

2. MEDICAL HISTORY; MEDICAL TREATMENT; NO ASSISTANCE. Participant represents and warrants that Participant has no adverse physical condition that would prevent or inhibit Participant's participation in any Activity. In the event that emergency medical treatment may be, or appears to be, necessary to be rendered to Participant during any Activity, Participant consents to such treatment by local responders or caregivers, if available. Participant agrees to use his own personal medical insurance as primary medical coverage, and accepts full financial responsibility if an accident or injury occurs to Participant, during an Activity. Participant understands and acknowledges that the Institute does not assume any responsibility for or obligation to provide financial assistance or other assistance, including, but not limited to, medical, health or disability insurance in the event of injury, illness, death or property damage caused by or to Participant.

3. ASSUMPTION OF RISK. Participant understands and acknowledges that participation in the Activities may include physical activities that could cause injury to Participant, by reason of, but not limited to, the following activities: incorrect implementation of the Methods and associated therapies, including, but not limited to, neurostructural, neurotactile, audio-visual, facial, oro-facial, repatterning, art therapy and use of balance boards. Participant consents to Participant's participation in the Activities and acknowledges that Participant fully understands that participation may expose Participant to risk of injury, including injury resulting not only from Participant's own actions, inactions or negligence, but also from the actions, inactions, or negligence of others, the condition of the facilities, equipment, or locations where the Activities are being conducted. Participant expressly assumes all risks, both known and unknown, related to any injury, harm, property damage, death or loss arising from or related to participation in, or in connection with, an Activity. Participant waives bringing any further lawsuit about bodily, moral or material injury.

4. CODE OF CONDUCT. Participant agrees to abide by the following Code of Conduct:

(i) Participant understands that the possession or consumption of alcoholic beverages or illegal drugs or misuse of prescribed drugs is prohibited during any Activity. Participant understands that the purchase, possession, or consumption of alcoholic beverages after Activity hours must comply with applicable federal and provincial law and must not affect Participant's interactions with others. Participant understands that Participant's time away from the Activity is Participant's personal choice. Participant will maintain an atmosphere that is free from all forms of harassment and abuse at all Activities. This includes sexual, emotional, verbal, physical, racial and religious abuse. Participant has the responsibility not to engage in behavior that constitutes discrimination or harassment in any way, including race, colour, national origin, sex, religion, age, disability, or citizenship of an individual. The Institute shall not be responsible for loss, breakage, or theft of Participant's personal items. Theft on Participant's part will be grounds for expulsion from the activities.

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(ii) Participant shall respect diversity, whether the differences are in physical characteristics or in perspectives. Participant shall report instances of discrimination or harassment (directed at Participant or at others) to an Institute representative at an Activity. Participant understands that the expectation is that Participant's behavior be dependable, cooperative, supportive, a good team member, positive, and that Participant interact in a pleasant manner with others, and will express him/herself in appropriate language. Participant understands that Participant may ask for assistance with any aspect of the process that is difficult for Participant.

(iii) Participant will comply with this Code of Conduct and agrees that any violation may result in expulsion from the Activity at Participant's own expense, and forfeiture of paid Activity fees.

(iv) Participant understands that all such decisions by the Institute will be final.

5. MEDIA RELEASE. During an Activity, Participant acknowledges that photographs, pictures, slides, movies, videos, or other media coverage (collectively, "**Media Matters**") may be taken to memorialize the Activity in whole or in part. Participant agrees that Media Matters may involve Participant, and Participant consents to such Media Matters and the further and subsequent lawful use thereof, and Participant grants and conveys unto the Institute all right, title and interest, including copyrights, in any and all Media Matters that are made or created, in whole or in part, of Participant as part of Participant's participation in or in connection with the Activities. The Institute and its licensees and/or assignees shall have the right to the use of Participant's image and likeness captured in any Media Matter for the purpose of advertising, marketing, promoting, publicizing and exploiting any matter related to the Activities.

6. USE AND PROTECTION OF PROPRIETARY INFORMATION.

(a) Unless provided otherwise in this Agreement, Participant: (i) shall hold the Proprietary Information in trust and confidence; (ii) shall not disclose, reveal, copy, make accessible or make available to any person or entity any Proprietary Information; (iii) shall only use the Proprietary Information for the limited purpose of assisting Participant's immediate special needs family members, or assisting those special needs individuals whom Participant has participated in an Activity with, or assisting special needs individuals who are the patients/clients of Participant; (iv) shall not, without the prior written consent of the Institute, transmit, directly or indirectly, any Proprietary Information received hereunder or any portion thereof to any site outside the home/business address of Participant stated in the preamble of this Agreement; and (v) shall not use or exploit any such Proprietary Information for Participant's own benefit or any other person's or entity's benefit.

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(b) Participant acknowledges and agrees that all of the Proprietary Information shall remain the sole and exclusive property of the Institute, free and clear of any and all claims of Participant.

(c) Except as specifically provided in, and limited by, subsection 6(a)(iii) hereinabove, no license to Participant under any trademark, patent, copyright, or any other intellectual property right, is either granted or implied by sharing Proprietary Information with Participant.

(d) Participant acknowledges that if Participant were to breach the provisions of this Section 6, it would result in damage to the Institute that cannot be adequately compensated for by damages at law. Therefore, the Institute shall be entitled, if the Institute so elects, to immediate injunctive relief or any other equitable relief to restrain Participant or anyone acting through Participant from any violation of this Agreement, in addition to any other remedies to which the Institute may be entitled under law.

7. RELEASE OF LIABILITY. Participant releases and discharges the Institute, any parent, subsidiary and affiliate company, and its and their respective officers, directors, members, managers, partners, attorneys, accountants, employees, independent contractors, licensees, volunteers, representatives, agents, successors and assigns (collectively, the “**Institute Parties**”) from any liability, claims, demands or causes of action of whatever kind of nature, for any matter including, without limitation, death, injury, property damage, or loss (collectively, “**Claims**”) which has or may arise from or be related to Participant’s participation in, or in connection with, any Activity. This includes, without limitation, any and all Claims that may arise from or related to any first-aid treatment or other medical services rendered to Participant. Participant understands and acknowledges that this agreement irrevocably and fully discharges the Institute from any and all Claims that Participant had, has or may have against the Institute relating to an Activity. Participant’s execution of this Agreement is intended to bind not only Participant, but also Participant’s successors, heirs, representatives, administrators and assigns. The foregoing release shall not apply to any liability, claim, demand or cause of action incurred by any Party by reason of the gross negligence or willfull misconduct of any of the Institute Parties.

8. INDEMNITY. Participant shall indemnify the Institute Parties from and against all claims, liabilities, damages, costs and attorney’s fees arising from: (1) Participant’s actions in any Activity, (2) any negligent or intentional acts by Participant, or (3) any misrepresentation by, or breach by Participant of, any warranty, covenant of agreement made by Participant in this Agreement or any other agreement with the Institute.

9. GOVERNING LAW, JURISDICTION AND ATTORNEY’S FEES. This Agreement shall be governed and construed in accordance with applicable laws in Quebec, without regard to any applicable conflicts of law principles. The Parties hereto submits to the jurisdiction of the Superior Court of Quebec (district of Montreal) in any suit, action or proceeding related to this Agreement of

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any other agreement made between the Parties. If it shall be necessary for either Party to this Agreement to bring suit to enforce any provisions hereof or for damages on account of any breach of this Agreement, this Party shall be entitled to recover from the other Party, in addition to any damages or other relief granted as a result of such litigation, all costs and expenses of such litigation and a reasonable attorney's fee as fixed by the Court. The Parties hereto limit each other's right of recovery to actual damages only, waiving any right to: (1) indirect or consequential damages, (2) the recovery of loss of income, and (3) punitive or exemplary damages.

10. NOTICES. All notices given pursuant to this Agreement shall be in writing and shall be delivered either personally or sent by first class mail, certified, return receipt requested, postage prepaid, or by priority mail service, to the address provided in the preamble hereto or to such other address as the party to receive any such communication or notice may have designated by notice to the other party. Any notices delivered personally shall become effective at the time of receipt by the person to whom they are given. Notices sent by certified mail, return receipt requested, or by priority mail service shall become effective on the earlier of (i) the date on which they are received by the person to whom they are addressed, or (ii) three (3) business days after being deposited in the mails or delivered to the courier service.

11. ASSIGNABILITY. Neither this Agreement nor any of Participant's rights or obligations hereunder shall be assignable by Participant, in whole or in part. The Institute may however assign this Agreement, in whole or in part, without limitation or restriction.

12. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement among the parties hereto with respect to the subject matter hereof and supersedes all prior representations, agreements and understandings, oral and written, by or among the parties hereto with respect to the subject matter hereof. This Agreement may not be changed orally, but only by an agreement in writing signed by the parties hereto.

13. INTERPRETATION. Participant understands and acknowledges that it is Participant's intent that this Agreement shall be interpreted as broadly for the protection of the Institute as permitted by law. In the event that any provision or portion of this Agreement shall be declared invalid or unenforceable for any reason by a court of competent jurisdiction, such provision or portion shall be considered separate and apart from the remainder of this Agreement, which shall remain in full force and effect.

14. EXECUTION IN COUNTERPARTS. For the convenience of the parties, this Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. Fax or email transmissions of any executed original and/or retransmission of any executed fax or email transmission shall be deemed to be the same as the delivery of an executed original. At the request of any party hereto, the other parties hereto shall confirm fax or email transmissions by executing duplicate original documents and delivering the same to the requesting party or parties.

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15. EFFECTIVE DATE. The Effective Date of this Agreement shall be the date that the original of this Agreement is delivered to, and accepted by, the Institute's representative at the commencement of the respective Activity, as indicated on the next page.

[balance of page intentionally left blank; signatures appearing on next page]

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IN WITNESS WHEREOF, the parties hereto have executed this Participant Agreement effective as of the Effective Date.

Print Name: _____

“Participant”

EFFECTIVE DATE:

The Effective Date of this Agreement is _____, 20__, which is the commencement date of the following Activity:

Name of Activity: _____

Location of Activity: _____

**SVETLANA MASGUTOVA EDUCATION
INSTITUTE FOR NEURO-SENSORY-MOTOR
AND REFLEX INTEGRATION, LLC**

By: _____

Print Name: _____

Its: _____

“Institute”