

# Participation Agreement, Intellectual Property Acknowledgement, Confidentiality Agreement, and Injury and Damages Waiver / Release

This Agreement is a legal agreement between you, the participant, (the "*Participant*") and The Crucible Project, a not-for-profit corporation of Illinois ("*TCP*") required and entered into as part of the participation application process. By clicking "I Accept" at the end of this Participation Agreement, Intellectual Property Acknowledgement, Confidentiality Agreement and Injury and Damage Waiver / Release, (the "*Agreement*"), and/or otherwise voluntarily participating you acknowledge that you have read, understand and agree to be bound legally by the terms and conditions of this Agreement.

You shall be bound to this agreement as of the date and time of your application submission to TCP for consideration (the "*Effective Date*"). You may, and are encouraged to, print this Agreement for your own records.

I acknowledge that my participation will be a personal growth and development experience that may involve physical, mental, emotional, and intellectual activity involving risk of injury or accident to me. *I represent, covenant, and promise that I am attending this retreat solely for my own benefit and not as an observer, researcher, journalist, investigator, or in any other capacity beyond that of a participant.*

I expressly agree and promise to accept and assume and do hereby accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks. **I understand that I may choose not to participate in any activity at any time for any reason, and that it is my responsibility to assess the risks to me of participating in any particular activity during the Event, considering my medical, physical, mental, emotional and intellectual condition.**

I expressly waive and release any and all actions, claims, suits or demands of any kind or nature whatsoever against TCP, its corporate affiliates, contractors, vendors, officers, agents, sponsors, directors, volunteers and/or representatives of any kind (collectively "*Releasees*") arising from or relating in any way to my voluntary participation in any Activities. I understand that this assumption of risk, waiver, and release (the "*Waiver*") from or relating in any way to my voluntary participation in the Activities means, among other things, that if I am injured or die as a result of my participation in any of the Activities, I and/or my family or heirs cannot under any circumstances sue Releasees for damages relating to or caused by my injuries or death.

I guarantee and certify that I am not attending the retreat with any intention to report about or investigate the retreat or any of its processes or the other participants. *I understand that the experiences of each participant are personal, emotionally significant, and shall be considered private between those sharing the experiences of the Activities.* In exchange for the duty of confidentiality granted to me by each participant of the Event, I hereby promise and guarantee to keep confidential the specific details of activities, as well as the actions of, and identities of other participants that I witness, experience, or are aware of through participation in the Event.

I also understand that the programs and services of the Activities are the intellectual property of TCP, which owns trademarks, trade names, service marks, and copyrights related to all programs and services of TCP, is under license obligation with the owners (the "*Licensors*"), and/or is otherwise considers the material their trade secret (collectively "*Protected Materials*") which you, by execution

of this Agreement, acknowledge a duty not to disclose as outlined herein. The copyrighted materials of other organizations used by TCP, are utilized with the respective owner's express written consent.

I covenant and promise that I shall not write or speak about the retreat nor reveal any of its exercises, the names or identities of other participants, or the experiences of other participants. I will not attempt to train others in the exercises I experience in this retreat without written consent of TCP and the Licensors. The sole exception is that I may describe my own experiences of the retreat, (i.e. *what happened for me*), without specifically describing any process or revealing directly or indirectly the identity or actions of anyone else involved.

I understand and agree that the non-disclosure provisions of this Agreement, and my duty to protect confidentiality shall survive the termination of this Agreement. I further agree that my breach of these duties could cause irreputable harm and damage to goodwill, which may be difficult or impossible to ascertain, and that the remedies at law for any such breach will be inadequate. Accordingly, I agree that in the event of an anticipated, threatened, or actual breach, in addition to any other remedy which may be available at law or equity, TCP, for itself or others affected, shall be entitled to specific performance and injunctive relief.

I agree that TCP, Releasees, and/or Licensors assume no liability to me with respect to the Protected Materials, and I agree not to use any of the Protected Materials: (i) to create course(s), product(s), service(s) or other material that would be in competition with TCP without written permission from TCP, (ii) to train any others in TCP's Protected Materials or methods without written permission from TCP or the respective owners / Licensors of the Protected Materials. **If I breach this Agreement, I agree to indemnify and hold, TCP, the Releasees, and all Licensors harmless from and against any and all losses, liabilities, claims, damages, and expenses of any kind, including attorney fees and court cost, that may arise or result directly or indirectly from my breach of this Agreement.**

I understand and agree that Releasees are not and cannot be a guarantor or insurer of my safety or well-being. I agree to act with reasonable care for my own well-being and that of all others while engaging in the Activities of TCP. I elect to participate in the Activities with full knowledge of all known or unknown risks.

I accept and assume full responsibility for all of the risks and hazards associated with participation in the Activities, whether known or unknown, including, but not limited to, 1) injury, death, or loss of personal property and related expenses which I may suffer as a direct or indirect result of participation in the Activities; and 2) any injury that I may cause to any other person or any damage that I may cause to the property of others, as a result of my negligence or wrongful conduct. I further agree to indemnify TCP and Releasees for any injury or damage that my actions may cause to others (the "**Indemnity**").

This Agreement, and its included Waiver and Indemnity are intended to be as broad and inclusive as permitted by any applicable laws. If any portion of the Agreement is held invalid, the remainder of the Agreement will still continue in full legal force and effect. I affirm that I have adequate health, liability, and/or other insurance to cover any injury or damage I may cause or suffer while participating in the Activities, or that I am financially able and agree to bear the costs of such injury or damage to myself, property, or others.

Should a dispute arises regarding this Agreement, I agree to work with the Licensor and TCP to resolve the dispute first by utilizing mediation in accordance with the rules of the American Arbitration Association (AAA), or any other mutually-agreed format prior to litigation. In the event litigation occurs, all parties agree and consent to the jurisdiction of the circuit courts of Cook or DuPage Counties in the State of Illinois, and that disputes shall be settled by application of the laws of Illinois without regard to the conflict of law rules of Illinois.

I have read this Agreement and have had the opportunity to consult with an attorney and/or otherwise satisfy any questions I had concerning its meaning. I therefore enter into and execute it freely, without duress, and in full complete understanding of its legal effect, and of the fact that it may affect my legal rights by my selection below.