

**TAM INTEGRATION  
RETREAT PARTICIPATION**

**INFORMED CONSENT, WAIVER, AND RELEASE AGREEMENT**

This Tam Integration Retreat Participation Informed Consent, Waiver, and Release Agreement (this “**Agreement**”) is entered into on the date identified below (“**Effective Date**”), by and between (i) Align and Flow LLC, a Massachusetts limited liability company, including but not limited to its members, managers, officers, owners, affiliates, employees, contractors, volunteers, successors, assigns, agents, staff, service providers, third parties, facilitators, and other support persons (collectively referred to as, “**Tam Integration**”), and (ii) the undersigned participant whose name appears on the signature page at the end of this Agreement (“**Participant**”, “**I**”, “**myself**”, “**my**”, and “**me**”) as well as all successors, permitted assignees, guardians, conservators, agents, personal representatives/executors, or any other person or entity acting on behalf of, or exercising the rights of, the undersigned.

Tam Integration is offering a retreat planned with activities, which include but are not limited to experiential and educational components and are organized as an optional opportunity in connection with the Tam Integration Psychedelic Integration Coach Training (the “**Training**”) that I am enrolled in; this retreat is held in Oakland, California from February 9, 2024, through February 11, 2024, at certain locations as provided in Appendix A and as communicated by Tam Integration for gatherings of participants (the “**Retreat**”). The Retreat includes certain activities, such as a changa ceremony hosted by the church Sacred Garden Community (the “**Ceremony**”), participant gatherings, meditation practices, education related to coaching and integration services, yoga, and energetic practices (collectively with the Ceremony, the “**Activities**”).

I hereby choose to attend the Retreat as a Participant, where I may also choose to engage or not engage in any of the Activities. I acknowledge and agree that I must sign this Agreement as the Participant in order to attend the Retreat and participate in any Activities. I understand and agree that this Retreat, and the Ceremony and Activities during the Retreat, are entirely optional. Notwithstanding the foregoing, I acknowledge and agree that I am choosing to participate in the Retreat, and when engaging in any Activities, I am exercising my own discretion and choosing to participate in such Activities. I am signing this Agreement freely, voluntarily, and without duress. I am over the age of 18 (eighteen), I have not been determined to be incapacitated by any court, and there is no pending guardianship or conservatorship, in any place, in which I am alleged to be of diminished capacity.

1. **Retreat Offerings.** Tam Integration is responsible for organizing and offering the Retreat. I and other participants are attending the Retreat for experiential education about coaching and harm reduction through support work with the Sacrament, as defined herein, and other psychoactive or psychedelic substances and transformative modalities. The Retreat is offered to create opportunities to learn psychedelic integration coaching skills, however Tam Integration makes no assurances about the completeness or sufficiency of the education provided.

The Retreat’s Activities include a Ceremony hosted by Sacred Garden Community (the “**Church**”) as a religious ritual consistent with its sincere beliefs and as religious exercise with its “**Sacrament**”, an herbal blend that is called *changa*, which is a natural combination of herbs that is smoked in order to experience divine connection. The Sacrament that I have the opportunity to consume in religious ritual of the Ceremony will include herbs that contain N, N-Dimethyltryptamine (DMT) extracted from a Psychotria species grown by the Church (i) and Mimosa tenuiflora, infused onto leaves of Banisteriopsis caapi, which is a monoamine oxidase inhibitor (MAOI) , or (ii) if I cannot ingest an MAOI inhibitor due to my Health Conditions, as defined in Section 8, no MAOI with the blend of Psychotria alba leaves infused with N, N-Dimethyltryptamine. I understand and agree that it is my sole responsibility to determine and disclose whether or not I can ingest MAOI inhibitors in my Health Screening Procedure. I understand and agree that my ability to participate in the Ceremony is not assured or guaranteed and relies on my completion of the Health Screening Procedure, as defined in Section 8, and any other requirements of the Church, including signing of a waiver. Tam Integration and Sacred Garden Community reserve the right to refuse participation in the Sacrament to any participant, at their sole and absolute discretion.

I understand and agree that all Activities are optional for any participants, including myself, but that I will

only be allowed to engage in the Activities that I certify my fitness to participate in such Activities, consistent with Section 6 of this Agreement. I will only participate in the Activities where I am doing so voluntarily. I understand that I may decide to withdraw my consent respecting my participation in any Activities at any time; *provided, however*, that with respect to the Ceremony, I understand and agree that I can only withdraw my consent to participation prior to consuming the Church's Sacrament.

I understand and agree that the Retreat and its offerings, including but not limited to the training, Ceremony, any integration, and Activities, do not constitute counseling, therapy, or any medically licensed service or treatment of any health condition, including mental health conditions, and I understand that Tam Integration is not providing any services as a medical provider, licensed therapist, counselor, or other licensed professional. I understand that Tam Integrative does not represent or guarantee any specific results from participation in the Retreat.

2. **Participant Responsibilities.** I am responsible for acquiring and paying for my own travel arrangements to Oakland, California for arrival and departure, lodging, transportation to my lodging and the Activities, and meals. It is my responsibility to arrive on time for the Retreat. I am solely responsible for any fees or expenses as a result of changes due to travel issues, whether or not resulting from my actions or omissions. I agree that Tam Integration is not responsible for any aspect of my own travel arrangements, and Tam Integration shall not be liable for any costs or fees I incur related to a canceled, missed, mis-booked, or changed flights, or any related costs, fees, damages, or expenses I may incur as a result of such changes. I agree to have all necessary legal identification, documentation, visas, medical clearances, and finances necessary to travel on my own or with assistance to and from the Retreat according to my travel itinerary. I understand and agree that I am not entitled to any refunds or reimbursements from Tam Integration due to late arrival, early departure, or any other inability to attend all or part of the Retreat. I represent and warrant that I have discussed my participation in all activities with my licensed healthcare provider, including disclosing all activities and potential substances I may ingest, and my licensed healthcare provider has provided me medical clearance for participation.
3. **Consideration for Retreat.** As consideration in exchange for my agreement to the terms and conditions provided in this Agreement, I understand and agree that I receive the good and valuable opportunity to attend the Retreat, the sufficiency of which I hereby acknowledge and confirm. This is an optional opportunity as part of the Training conditioned upon the execution of this Agreement. I agree that all of my representations, warranties, and covenants in this Agreement materially induced Tam Integrative into entering into this Agreement and should all be considered material terms of this Agreement.
4. **Participation Completion and Certification.** I understand and acknowledge that Tam Integration does not provide any formal certification approved by a state agency, licensing board, or otherwise. Notwithstanding the foregoing, however, Tam Integration will certify a participant's attendance if an experiential retreat such as the Retreat may be used in connection with another certificate or training program. Upon my written request, Tam Integration agrees to provide me documentation showing my attendance within a reasonable period of time. I agree that if I breach the terms of this Agreement or am unable to complete attendance of the entirety of the Retreat, as determined by Tam Integration in its sole discretion, Tam Integration may decline to provide certification of attendance or modify such certificate to reflect the actual amount of attendance by Participant. Participation in the Ceremony with respect to the consumption of Sacrament is not required to fully participate in the Retreat and receive a certification of attendance.
5. **Policy Prohibiting Discriminatory or Abusive/Harmful Behavior.** I agree to treat all participants at the Retreat with courtesy and respect at all times. I will also extend the same courtesy and respect to local residents and third parties, as well as any staff at locations where the Retreat is held.

I understand that Tam Integration has a policy of zero tolerance for sexual, emotional, or physical harassment or violence, as well as racism, xenophobia, and other forms of discrimination. I understand that sexual conduct is strictly prohibited during the Retreat and any touch must be consented to; such consent to non-sexual touch must be given in advance of any Activities. I understand and agree that in the

case of an event where I require assistance or physical help, Tam Integration, including service providers like the Church, will be required to touch me for my safety and/or the safety of others. I agree that I will abide by these policies and, if I see or experience any violations of these policies, I will report it to an authorized person of Tam Integration.

I agree that there may be challenging experiences during the Retreat. These experiences may include but are not limited to, emotional, physical, and spiritual challenges. I understand and agree it is not my responsibility nor do I have authority to explore the experiences of others or offer therapeutic support; I also agree I will not coerce information from other participants. I will keep confidential anything shared with me that does not cause a danger to others, subject to the confidentiality provisions contained in this Agreement.

I understand and agree that my agreement to this Section is material to Tam Integration entering into this Agreement with me, and as such, that my violation of the terms and conditions of this section shall be a basis for my immediate removal from the Retreat, for which no refund or reimbursement of any related costs shall be issued. I further understand and agree that my removal from any Retreat for breach of this Section shall be a basis to exclude me from any future retreat or the Training offered by Tam Integration, as determined in its sole discretion. I also understand and agree that I may be liable and invoiced for any additional expenses reasonably incurred by Tam Integration as a result of my breach of this Section of the Agreement.

6. **Positional Power and Consent.** Tam Integration acknowledges there is a power dynamic in offering the Retreat to me and will honor and respect such positional power by noting the importance of my volitional consent to attend the Retreat, participate in any Ceremony, and the terms of this Agreement, as well as my ability to set boundaries, revoke consent, and/or withdraw from the Activities at any time, consistent with Section 1 of this Agreement. I understand and agree that it is not appropriate for Tam Integration (including its staff) to receive any personal benefit outside of Tuition for the Retreat, such as favors, monetary 'tips', or other arrangements that will inure to Tam Integration's benefit or shift the nature of the relationship between myself and any member of the staff of Tam Integration to any kind of intimate personal relationship. I agree to report any violations of this Section to an authorized person of Tam Integration.
7. **Consent to Medical Assistance.** I understand that there may be circumstances where I may require medical assistance during the Retreat, and I hereby authorize Tam Integration to exercise discretion from the perspective of a reasonable person to make a determination of whether such medical assistance is necessary and consent to Tam Integration's providing or obtaining medical assistance, including but not limited to any emergency first aid (by an individual with up-to-date and appropriate training), emergency transportation, medical treatment, or any other similar services deemed necessary under the circumstances. I understand and agree that any medical assistance provided to me that incurs costs, including but not limited to transportation by ambulance or hospital charges, is and will be my sole financial responsibility, or, if incurred directly by Tam Integration, may be invoiced to and payable by me at Tam Integration's sole discretion. Further, I acknowledge and agree that while Tam Integration will make every effort to increase my safety and obtain medical assistance for me, Tam Integration has no legal duty, obligation, nor liability arising out of either the provision or omission of any such medical assistance, and shall not be required to pay or advance any costs or expenses associated with any such treatment. I agree that by signing this Agreement I am consenting to medical assistance and acknowledge there may be civil, criminal, or professional risks if Tam Integration contacts emergency services, but I agree that Tam Integration should do so when required in order to prioritize its provision of risk reduction services to me. I authorize Tam Integration to disclose any and all information to any third party healthcare provider for the purpose of an adverse event or emergency, such as for emergency medical assistance, including information on substances I consume before or during the Retreat, whether or not as a part of the Sacrament, and any information provided in the Health Screening Procedure.
8. **Health Screening Procedure; Health Conditions.** I agree it is my responsibility to review the Activities described in this Agreement, including those provided in Appendix A, and make a

determination whether I am fit to participate engage in each of the Activities based on my medical, physical, mental, emotional, and psychological health conditions, whether known or unknown (collectively, the “**Health Conditions**”). For the Retreat as a whole and for each of the Activities, by participating, I am certifying that I have no Health Condition(s) that would endanger me or others in my participation at the Retreat and in the Activities. I have received any necessary clearance from my licensed healthcare provider as outlined in Section 2 of this Agreement to participate in any activities I engage in at the Retreat.

With respect to the Ceremony, the Church will engage in an individualized “**Health Screening Procedure**”, which will include a health intake consultation with an authorized representative of the Church to discuss my Health Conditions, including but not limited to substances that I consume, including prescription medications, herbal supplements, and recreational substances, to review whether I am physically, mentally, and emotionally able to participate in the Ceremony with its Sacrament. I agree to fully disclose all Health Conditions, including any dependencies I have on substances. I agree that I honestly and fully disclosed—and will promptly disclose any new information I receive about and changes to—all my known health conditions and consumed substances.

If I exercise my discretion and make the decision to cease or taper off any substances, including but not limited to prescription medication, I agree that this not a decision that has been required or encouraged by Tam Integration, and I agree that any such choice will be guided by and under the supervision of my own medical provider, with whom I have established a relationship prior to the start of the Retreat. I also agree that no information or services from Tam Integration or the Church, as a third party service provider, is medical advice or treatment, and no representative of Tam Integration is creating a client or patient relationship with any participant in the Retreat. I understand that the consumption of certain substances, including but not limited to prescriptions, herbal supplements, and foods (together, the “**Contraindicated Substances**”), may increase the risk of a health emergency or adverse event during the Ceremony or other Activities. I confirm that I have done my own research based on currently available medical information to determine that I am fit to engage in the Retreat, and undertake the Activities, including the Ceremony, as the case may be. I have received any necessary clearance from my licensed healthcare provider as outlined in Section 2 of this Agreement to participate in any activities I engage in at the Retreat.

I acknowledge and agree that any information about health risks provided by Tam Integration or the Church is for informational and educational purposes only and I agree not to rely on such information and that Tam Integration is not responsible for any loss or damages resulting from my reliance thereon. I understand and agree that I am responsible for doing any additional research, in consultation with my licensed healthcare provider, regarding my Health Conditions and fitness to participate in each of the Activities.

I also acknowledge and agree that if I have any allergies, I will inform Tam Integration about such allergies and how I manage or respond to any allergic reactions (including, but not limited to, informing such staff of the location of any emergency medication to be administered to me in the event of an allergic reaction). Notwithstanding anything in the foregoing to the contrary, I agree to take full responsibility for ensuring that I am not exposed to such allergens, and for carrying with me all emergency medications that could become required in the event I am accidentally exposed to any allergens.

If I cannot participate in any Activities due to Health Conditions or Contraindicated Substances, I will identify those Activities to Tam Integration in writing prior to the Retreat. I agree that before I participate in any Activities, I will inspect all related facilities and equipment and ask appropriate questions to confirm that I want to participate in any optional aspects of the Activities.

9. **Personal Responsibility for Safety.** I agree to only act in reasonable and safe manner while participating in the Activities at the Retreat. I hereby agree to remain at the location of the Retreat and in the physical areas requested of me during the Activities, except in the case of a true emergency and after providing a member of the staff of Tam Integration notice of such emergency situation.

I understand and acknowledge that I may be eating meals prepared by Tam Integration or its contracted third party providers during the Retreat. I understand that I must take responsibility for the possibility of

exposure to foods or other items to which I may have allergies or adverse reactions. I will ensure that I am responsible for confirming and determining that what I am eating is safe for me, consistent with my known and unknown Health Conditions, as defined in Section 8. I agree that I have carefully and thoroughly provided information about any dietary restrictions and allergies to Tam Integration in writing before my departure for the Retreat.

I agree to adhere to the guidelines for safety as provided by Tam Integration at all times during the Retreat, including but not limited to my agreement not to use substances which are not prescribed to me and disclosed to Tam Integration at the Retreat, and I agree not to bring any illicit substances to the Retreat.

**I commit to self-administering a test for the SARS-CoV-2 virus and its variants (“COVID”) before departing for the Retreat. I agree to send documentation of the test results, in a manner such as a photograph of the test sent by email to an authorized representative of Tam Integration within 24 hours of travel.**

I also consent to a COVID test upon my experience of any symptoms at the Retreat. I understand and agree that a positive COVID test will preclude my participation in the Retreat and require that I isolate according to the applicable isolation protocol. I agree that I will be solely responsible for any related costs due to the need to comply with an isolation protocol.

10. **Integration and Self-Care.** I understand that the Activities, and in particular Ceremony, during the Retreat can be overwhelming and difficult to immediately understand. I understand that additional personal work (rest, meditation, talk therapy, integration counseling, etc.) may be needed to appropriately integrate this experience into my daily life and I agree to seek out the appropriate resources. I will speak with an authorized representative of Tam Integration if I need assistance during the Retreat.

Any integration or the conclusion of the Retreat is not therapy or a medical treatment.

I agree to contact a medical professional if I have any feelings of severe depression or destabilization, or if I have feelings like I might engage in self-harm or may harm another person.

11. **Waiver of Liability and Indemnity Related to COVID.** Consistent with this Section, I agree that Tam Integration is taking sufficient health and safety measures for myself, other Retreat participants, and Tam Integration staff, which includes requiring all participants testing for COVID in advance of the Retreat and, if requested, during the Retreat. If a participant tests positive prior to or during the Retreat, the participant may no longer attend the Retreat, and must leave the Retreat and both notify and isolate from Tam Integration and all participants in the Retreat. An inherent risk of exposure to COVID exists in any public place where people are present, in particular group settings and during travel. COVID is an extremely contagious disease that can lead to severe illness and death. I acknowledge that participation in the Retreat brings some risk and I hereby assume responsibility for my own well-being. I agree to follow all Centers for Disease Control and Prevention (“**CDC**”) guidance, and any communicated instructions while participating in the Retreat. I understand and agree that my failure or refusal to follow all protocols in effect and required by Tam Integration, CDC, the Retreat location, and governing authorities during my attendance at the Retreat shall constitute a basis for exclusion from attending the Retreat and future retreats, and I hereby consent in advance to abide by any isolation protocol or other instructions by Tam Integration or the Retreat location staff due to a positive COVID test.

Notwithstanding anything to the contrary, I understand and agree that if I test positive for COVID upon arrival at the Retreat, I will not be able to attend or participate in the Retreat.

12. **Privacy and Confidentiality; Social Media and Photographs.** I agree to respect the privacy of others on the Retreat. I agree to have clear boundaries and respect each individual’s personal space. I understand and agree to the confidential nature of the Retreat, particularly with the spiritual aspects of certain Activities and the Ceremony, and the expectation of privacy for individuals both organizing and attending. Any personal information learned about participants in

this context must be kept confidential. Without compromising any legal obligations, I hereby agree to refrain from discussing any details of the Retreat, including the experiences of those who participated. I understand this confidentiality requirement does not apply when disclosure is necessary to prevent serious, foreseeable, and imminent harm, or disclosure is required under court order or other governmental entity having jurisdiction over me. I agree to immediately inform Tam Integration if I receive information that indicates a participant intends to engage in self-harm or cause harm to others.

I agree that I will not take, distribute, or post on social media any photographs of any individuals at the Retreat. I understand that the use of computers and phones during the Retreat is discouraged.

I understand and agree that Tam Integration may disclose my confidential information to an appropriate third party for the purposes of this Agreement and if Tam Integrative reasonably believes that I may harm myself or a third party, or if Tam Integrative reasonably believes another participant in the Retreat may harm themselves or another. This may include sharing information with social workers, crisis intervention workers, police, or other third parties. Tam Integrative will take reasonable steps to only disclose as much information as Tam Integrative reasonably believes is necessary to ensure my safety, the safety of other participants, and the safety of third parties.

I shall treat the terms of this Agreement as confidential, and will not disclose to any third party unless under court order or order of other governmental authority. This provision shall not prevent me from obtaining legal counsel, entering into arbitration, or enforcing an arbitration award.

13. **Informed Consent.** There are Activities that may be physically, mentally, emotionally, and spiritually strenuous, particularly based on my Health Conditions. The Ceremony includes the opportunity to commune with and consume the Sacrament, commonly referred to as a psychedelic substance, hallucinogen, and entheogen and that has psychoactive alkaloids with substituted tryptamines from N, N-Dimethyltryptamine (DMT) and N-Methyltryptamine (NMT) and acts as a monoamine oxidase inhibitor (MAOI). There are health risks by taking a substance of any kind, and particularly with respect to a substance that is psychedelic and creates a non-ordinary state of consciousness. I understand that the Ceremony with the Sacrament may be, among other things, unpredictable, beautiful, frightening, overwhelming, and transcendent, which may cause a destabilizing effect or call into question strongly held beliefs.

I understand that if I sign this Agreement, I will be invited to participate in Ceremony, where I will be gifted the Sacrament for ritualistic ingestion, which is optional and solely if appropriate based on the Health Screening Procedure, my own certification of fitness to participate, and satisfaction of any other requirements as determined by the Church. The Ceremony may include Tam Integration's participation during the Ceremony however the Ceremony is a third-party offering.

In the U.S. and other jurisdictions, the Sacrament is not currently approved for human use outside of research settings and is a controlled substance. DMT is classified as a Schedule I controlled substance under federal, California, and Massachusetts law. The Church does not possess any license from the federal government, nor any state government, to possess and/or distribute substances containing DMT. The Church offers the Sacrament in religious exercise as protected and defensible as a constitutional right and decriminalized in Berkeley, California where the Church offers its Ceremony; however use of controlled substances can lead to legal consequences, including but not limited to: criminal charges, criminal conviction, incarceration, fines, admissibility in family court matters (including divorce and custody matters), termination of employment, or failure to hire for employment, and professional licensure risks.

14. **Acknowledgement and Assumption of Risk.** I am voluntarily choosing to participate in the Retreat, engage in Activities, and sit in the Ceremony with the Sacrament being optionally ingested by other participants and myself during the Retreat with the associated legal statuses in the location where the Retreat will be held, noting the possible criminal and professional risks of such activities, unless I expressly opt out of the Ceremony, which can be provided in advance of the Retreat or the Ceremony to Tam Integration, in writing such as by email. I understand and agree that Tam Integration is not making a recommendation that I engage in the Ceremony or any

illegal activity. Rather, I affirmatively represent and agree that I make the decision to engage in the Ceremony solely on my own behalf.

I am aware and understand that there are many serious known and unknown risks associated with participating in the Retreat and Activities offered during the Retreat is a potentially dangerous activity that includes but is not limited to the risks of serious injury, disability, death, and property damages, as well as other forms of damages, losses, or personal injury, such as pain, suffering, stress, mental health or emotional or psychic or other injuries (collectively, the “*Risks*”). I also understand that the Risks involved in engaging in the Retreat may not be known to Tam Integration or to me and may not be foreseen nor reasonably foreseeable, and that the Risks cannot be fully mitigated with knowledge of my Health Conditions and my avoidance of consuming any Contraindicated Substances or by Tam Integration’s offerings of the Retreat. The Risks that I assume in my participation in the Retreat also includes any unexpected and unavoidable risks inherent in the premises where Activities are held. I acknowledge that any injuries that I sustain may result from or be compounded by the actions, omissions, or negligence of Tam Integration, including negligent emergency response or rescue operations of Tam Integration.

Furthermore, I acknowledge and agree that there are risks associated with certain Activities, such as yoga. I agree to consult with my physician prior to engaging in any Activities if I have experienced or I am at risk of any of the following: heart attack, angina, high blood pressure, cardiovascular disease, detached retina, glaucoma, seizures, epilepsy, aneurysm, stroke, asthma, or mental health issues, such as psychosis or bipolar disorder.

**Notwithstanding these Risks, I acknowledge that I am knowingly and voluntarily engaging in the Retreat and participating in the Retreat Activities and Ceremony offered by Tam Integration with an express understanding of the Risk and potentially dangerous activities involved and hereby agree to accept and assume any and all risks of injury, disability, death, or property damage arising from my engaging in the Retreat, whether caused by the ordinary negligence of Tam Integration or the other Releasees otherwise.**

15. **Waiver and Release of Claims.** I hereby expressly waive and release any and all claims which I may have, or which I may hereafter have, whether known or unknown, against Align and Flow LLC doing business as Tam Integration, a Massachusetts limited liability company, including but not limited to its members, managers, officers, owners, affiliates, employees, contractors, volunteers, successors, assigns, agents, attorneys, staff, service providers, facilitators, and other support persons (collectively, “*Releasees*”), on account of any Risks arising out of or attributable to the Retreat, whether arising out of the ordinary negligence of the Releasees or otherwise. I covenant not to make or bring any such claim against Tam Integration or any other Releasees, and forever release and discharge Tam Integration and all other Releasees from liability under such claims. **The waiver and release provisions in this Agreement do not extend to claims for gross negligence or reckless misconduct, or any other liabilities that Massachusetts law does not permit to be released by agreement.**

I understand that by agreeing to this release, I am waiving any and all claims, of any kind arising out of or attributable to my participation in the Retreat, including those claims that may be unknown to me, or which I do not suspect to exist at this time. I acknowledge and agree that prior to executing this Agreement, I have been the opportunity to ask any questions of Tam Integrative relative to the terms contained herein, the Retreat, the Sacrament, and any other topic relevant to this Agreement. **WITH THE INTENTION OF WAIVING ALL UNKNOWN AND UNSUSPECTED CLAIMS, I HEREBY EXPRESSLY WAIVE ALL RIGHTS, BENEFITS, AND PROTECTIONS I MAY HAVE UNDER MASSACHUSETTS LAW, INCLUDING BUT NOT LIMITED TO ANY PRESENT OR FUTURE CLAIM, CAUSE OF ACTION, LOSS OR LIABILITY FOR INJURY TO PERSON OR PROPERTY, WHICH I MAY SUFFER OR FOR WHICH I MAY BE LIABLE TO ANY OTHER PERSON, ENTITY, ORGANIZATION, OR GOVERNMENT. THIS WAIVER INCLUDES THE WAIVER OF ANY CLAIM UNDER MASSACHUSETTS GENERAL LAW CHAPTER 93A, UNLESS THE BASIS OF THE CLAIM IS GROSS NEGLIGENCE OR RECKLESS MISCONDUCT. THE PARTIES WAIVE ANY DEFENSES BASED UPON INVALIDITY OF**

**CONTRACTS FOR PUBLIC POLICY REASONS AND/OR THE ILLEGALITY OF THE SUBSTANCE OF THE AGREEMENT.**

16. **Indemnity.** I hereby agree to indemnify, defend and hold harmless all Releasees from and against any and all claims, liabilities, losses, damages, actions, proceedings, judgments, settlements, interest, awards, fines, expenses, or costs of whatever kind (including without limitation reasonable attorney fees, fees and costs of litigation, and fees of enforcing any right to indemnification under this Section) of every nature (including, but not limited to, property damage, bodily injury, or death), whether imposed by law or otherwise, sustained or alleged to be sustained by any third party arising from or connected with my engaging in the Retreat, including any claim related to my own negligence or the ordinary negligence of the Releasees.
17. **Limitation of Liability.** I recognize that some laws provide consumers specific rights and remedies and prohibit waiver of the same; except with respect to such laws and as otherwise provided in this Agreement, I agree to waive all damages under any cause of action or claim other than actual damage for out-of-pocket loss limited to the amount paid for the Retreat. For example, I agree to waive any nominal, special, incidental, indirect, or consequential damages whatsoever, including without limitation, damages for lost profits, loss of reputation, loss of data, or any other pecuniary loss.
18. **Governing Law and Dispute Resolution.** This Agreement shall be governed, construed, and interpreted by the laws of the Commonwealth of Massachusetts, without giving effect to its principles of conflicts of law.

Tam Integration and I agree to endeavor first to settle any claims, controversy or disputes arising out of or relating to this Agreement, or a breach of this Agreement (“Dispute”), first, through good faith negotiation, and if that is not successful, then by mediation with a mediator before resorting to arbitration. In the event there are any Dispute that could not be resolved by mediation, Tam Integration and I agree to settle such Dispute by confidential, binding arbitration administered by JAMS in Boston, Massachusetts, before a sole arbitrator in accordance with its Commercial Arbitration Rules and judgment of the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

The arbitrator will have no authority to award punitive or other damages not measured by the prevailing party’s actual damages, except as may be required by statute. The arbitrator shall not award consequential damages in any arbitration initiated under this section. Any award in an arbitration initiated under this clause shall be limited to monetary damages. The arbitrator shall be permitted to issue injunctive relief for violations of confidentiality and intellectual property provisions of this Agreement. Except as may be required by law, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration in connection with this Agreement without the prior written consent of both parties. The parties agree that failure or refusal of a party to pay its required share of the deposits for arbitrator compensation or administrative charges shall constitute a waiver by that party to present evidence or cross-examine witnesses. In such an event, the other party shall be required to present evidence and legal argument as the arbitrator may require for the making of a waiver. Such waiver shall not allow for a default judgment against the non-paying party in the absence of evidence presented as provided for above. The prevailing party in any such Dispute shall be entitled to an award of fees and costs, including attorney’s fees, as well as all other available forms of relief or damages. Any award for arbitration may be entered into any state court having competent jurisdiction, but only if the other party fails to comply with the arbitration award within 30 days of the final determination by the arbitrator. The party entering the arbitration award shall provide only the minimal information required to enforce the arbitration award, however.

19. **Severability.** I agree that this Agreement is intended to be as broad and inclusive as permitted by all applicable laws. I also agree that in the event that any clause or provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect and continue to be enforceable.
20. **Survival of Terms.** The provisions of Sections 1, 3, 4, 5, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, and 25 as well as any other terms of this Agreement that expressly extend or by their nature should extend beyond termination or conclusion of this Agreement, will survive



and continue in full force and effect after any such termination or conclusion of the Retreat.

21. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior understanding and agreements between and among them respecting the subject matter hereof. It shall not be modified except by a written agreement signed by both parties. Electronic signatures shall be deemed to be as valid as original handwritten signatures. No delay, failure or waiver of either party's exercise or partial exercise of any right or remedy under this Agreement shall operate to limit, impair, preclude, cancel, waive, or otherwise affect such right or remedy. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion.
22. **Binding Agreement.** This Agreement shall be binding upon and inure to the benefit of the successors, assigns and legal representatives of the Parties. There are no third party beneficiaries to this Agreement. Each Party acknowledges and agrees that it fully understands the provisions set forth in this Agreement and their effect, and that each Party is voluntarily entering into this Agreement.
23. **Construction.** The headings and captions appearing in this Agreement have been inserted for the purposes of convenience and ready reference, and do not purport to and shall not be deemed to define, limit or extend the scope or intent of any provisions. This Agreement shall not be construed more strongly against either Party regardless of which Party is more responsible for its preparation.
24. **Notices.** All notices or other communications required under this Agreement shall be in writing and shall be deemed effective when received and made by certified mail or email to the Party to be notified. Notices for the purposes of certified mail to
  - a. The Participant shall be to the address as found in the execution block of this Agreement; and
  - b. Tam Integrative shall be to the agent listed with the Massachusetts Secretary of the Commonwealth.
25. **Agree to Terms of Agreement.** I agree to be a participant in the Retreat and undertake the Activities and the Ceremony according to the terms and conditions set forth in this Agreement. I fully understand the terms set forth in this Agreement. I also understand that I have had the opportunity to consult with an attorney before signing this Agreement, or I hereby waive the opportunity to do so. I am an adult over the age of 18 and legally competent, and I freely intend to sign this Agreement. I have all requisite power, authority and capacity to enter into this Agreement and to perform my obligations. No approval or consent of any other persons is necessary.

[SIGNATURE PAGE FOLLOWS]