

Parental Agreement v1



THIS PARENTAL RELEASE (“Agreement”), is by and between **THE SVETLANA MASGUTOVA EDUCATIONAL INSTITUTE FOR NEURO- SENSORY-MOTOR AND REFLEX INTEGRATION, LLC** a Florida limited liability company and **you**.

Both organizations are headquartered at 6718 Lake Nona Blvd Ste 180 Orlando FL 32827.

Preliminary Statement. Parent has requested to participate in programs, workshops, conferences, courses, and/or activities (singularly and collectively, an “**Activity**” or “**Activities**”) conducted by the Institute, in order for Parent to learn certain Methods and administer the Methods for the benefit of a family member (a “**Family Member**”). Parent acknowledges that during the Activities, Parent 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 train Parent in certain of the Methods, and to disclose to Parent certain Proprietary Information. Simultaneously or prior to an Activity, Parent acknowledges that Parent will be required to complete and/or deliver to the Institute certain other agreements or forms, including, without limitation, a Medical Form (providing medical information relating to Parent and the participating Family Member), and the parties agree as follows:

1. Voluntary Participation.

Parent desires to participate, along with the Family Member, in the Activities and engage in activities related thereto. Parent freely and voluntarily, with full understanding of the terms of this Agreement, and without duress, executes this Agreement on behalf of Parent and the Family Member for the reliance and benefit of the Institute.

2. Medical History; Medical Treatment; No Assistance.

Parent represents and warrants that neither Parent nor Family Member has any adverse physical condition that would prevent or inhibit Parent's or Family Member's participation in any Activity. In the event that emergency medical treatment may be, or appears to be, necessary to be rendered to Parent or Family Member during any Activity, Parent consents to such treatment by local responders or caregivers, if available. Parent agrees to use Parent's and/or Family Member's personal medical insurance as primary medical coverage, and accepts full financial responsibility if an accident or injury occurs to Parent or Family Member, during an Activity. Parent 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 Parent or Family Member. Parent/Guardian **MUST** fill out an online medical form prior to the event before the child can participate. This is accessible when registering for an event and in the individual's user account online if filled out previously.

3. Assumption of Risk.

Parent understands and acknowledges that participation in the Activities may include physical activities that could cause injury to Parent or Family Member, 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. Parent consents to Parent's and Family Member's participation in the Activities and acknowledges that Parent fully understands that participation may expose Parent and/or Family Member to risk of injury, including injury resulting not only from Parent's or Family member'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. Parent expressly assumes all risks, on behalf of Parent and Family Member, 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.

4. Code of Conduct. Parent agrees to abide by the following Code of Conduct:

- Parent understands that the possession or consumption of alcoholic beverages or illegal drugs or misuse of prescribed drugs is prohibited during any Activity. Parent understands that the purchase, possession, or consumption of alcoholic beverages after Activity hours must comply with state and federal law and must not

affect Parent's interactions with others. Parent understands that Parent's and Family Member's time away from the Activity is Parent's and Family Member's personal choice. Parent 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. Parent has the responsibility not to engage in behavior that constitutes discrimination or harassment in any way, including race, color, national origin, sex, religion, age, disability, or citizenship of an individual. The Institute shall not be responsible for loss, breakage, or theft of Parent's or Family Member's personal items. Theft on Parent's or Family Member's part will be grounds for expulsion from the activities.

- Parent shall respect diversity, whether the differences are in physical characteristics or in perspectives. Parent shall report instances of discrimination or harassment (directed at Parent or at others) to an Institute representative at an Activity. Parent understands that the expectation is that Parent's behavior be dependable, cooperative, supportive, a good team member, positive, and that Parent interact in a pleasant manner with others, and will express him/herself in appropriate language. Parent understands that Parent may ask for assistance with any aspect of the process that is difficult for Parent and/or Family Member.
- Parent will comply with this Code of Conduct and agrees that any violation may result in expulsion from the Activity at Parent's own expense, and forfeiture of paid Activity fees.
- Parent understands that all such decisions by the Institute will be final.

5. Media Release.

During an Activity, Parent 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. Parent agrees that Media Matters may involve Parent and/or Family Member, and Parent consents to such Media Matters and the further and subsequent lawful use thereof, and Parent 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 Parent and/or Family Member as part of Parent's and/or Family Member'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 Parent's and/or Family Member'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.

- Unless provided otherwise in this Agreement, Parent: (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 the Family Member; (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 Parent stated in the preamble of this Agreement; and (v) shall not use or exploit any such Proprietary Information for Parent's own benefit or any other person's or entity's benefit.
- Parent 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 Parent.
- Except as specifically provided in, and limited by, subsection 6(a)(iii) hereinabove, no license to Parent under any trademark, patent, copyright, or any other intellectual property right, is either granted or implied by sharing Proprietary Information with Parent.
- Parent acknowledges that if Parent 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 Parent or anyone acting through Parent from any violation of this Agreement, in addition to any other remedies to which the Institute may be entitled under law.

7. Release; hold harmless.

Parent, on behalf of parent and family member, releases, waives and forever discharges and holds harmless 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 and all liability, claims, demands and/or causes of action of whatever kind or nature, either in law or in equity, for any matter, including, without limitation, death, injury, property damage, or loss (“claims”), which has or may arise from or be related to parent’s and family member’s participation in, or in connection with, any activity, including, without limitation, any and all claims that may arise from or relate to any first-aid treatment or other medical services rendered to parent and/or family member. Parent understands and acknowledges that this agreement irrevocably and fully discharges the institute from any and all claims that parent and/or family member had, has or may have against the institute relating to any activity. Parent’s execution of this agreement is intended to bind not only parent but also family member and parent’s and family member’s successors, heirs, representatives, administrators, and assigns. The foregoing release and hold harmless shall not apply to any liability, claim, demand and/or cause of action incurred by any party by reason of the gross negligence or willful misconduct of any of the institute parties.

8. Indemnity.

Parent shall indemnify the institute parties from and against all claims, liabilities, damages, costs and attorneys’ fees arising from: (i) parent’s and family member’s actions in any activity, (ii) any negligent or intentional acts by parent and/or family member, or (iii) any misrepresentation by, or breach by parent of, any warranty, covenant or agreement made by parent hereunder or under any other agreement with the institute.

9. Governing law; venue and jurisdiction; attorney’s fees.

This agreement shall be governed and construed in accordance with the internal laws of the state of Florida applicable to contracts made and wholly performed within such state, without regard to any applicable conflicts of law principles. The parties hereto agree that any suit, action or proceeding brought by either party to enforce any provision of, or based on any matter arising out of or in connection with, this agreement or the transactions contemplated hereby shall be brought in any federal or state court located in either Bradford or Duval county, Florida, or the united states district court for the middle district of Florida, Jacksonville, Florida. Each of the parties hereto submits to the jurisdiction of any such court in any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of, or in connection with, this agreement or the transactions contemplated hereby and hereby irrevocably waives the benefit of jurisdiction derived from present or future domicile or otherwise in such action or proceeding. Each party hereto irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of venue of any such suit, action or proceeding in any such court or that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum. 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, the substantially prevailing party on any issue in any such litigation and any appeals therefrom 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 indirect or consequential damages, the recovery of loss of income, and punitive or exemplary damages.

10. Waiver of jury trial.

The parties hereto hereby knowingly, voluntarily and intentionally waive the right any of them may have to a trial by jury in respect of any litigation based upon this agreement or arising out of, under or in connection with this agreement, any other agreement contemplated to be executed in conjunction herewith, or any other document or course of conduct, course of dealing, statements (whether verbal or written) or actions of any party hereto, or to consolidate any such action, in which a jury trial has been waived, with any other action in which a jury trial cannot be or has not been waived. The provisions of this paragraph have been fully negotiated by the parties hereto, and these provisions shall be subject to no exceptions. No party has in any way agreed with or represented to any other party that the provisions of this paragraph will not be fully enforced in all instances. This provision is a material inducement for the parties entering into this agreement.

11. 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 overnight courier 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 overnight courier service shall become effective on the earlier of (i) the date on which they are accepted or rejected 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.

12. Assignability.

Neither this Agreement nor any of Parent's rights or obligations hereunder shall be assignable by Parent, in whole or in part. The Institute may assign this Agreement, in whole or in part, without limitation or restriction. This Agreement shall inure to the benefit of the Institute, its successors, assignees, licensees and grantees and associated, affiliated and subsidiary companies.

13. 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.

14. Severability.

Parent understands and acknowledges that it is Parent'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.

15. 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. Telefacsimile or email transmissions of any executed original and/or retransmission of any executed telefacsimile 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 telefacsimile or email transmissions by executing duplicate original documents and delivering the same to the requesting party or parties.

16. Effective Date.

The Effective Date of this Agreement shall be the date that this Agreement is accepted by the Institute.

Parent/Guardian Name: *Ridhi Makarh* Date: _____

Parent/Guardian Signature: _____