

Explorers Course Enrollment Agreement

Includes: Terms of Participation, Disclaimer, Releases, Hold Harmless, Confidentiality and Arbitration
THIS IS A RELEASE OF LIABILITY AND WAIVER OF RIGHTS.

Please print and read this agreement.

SECTION I: STRUCTURE OF THE EXPLORERS COURSE

The EXPLORERS COURSE is an online educational course based on academic research into Ongoing and Persistent forms of Non-Symbolic Consciousness and Ongoing and Persistent forms Non-Symbolic Experience (collectively, PNSE). More information about PNSE can be obtained at nonsymbolic.org. PNSE is also referred to as Fundamental Wellbeing.

The purpose of the EXPLORERS COURSE is to attempt to assist you with finding methods that may support you with experiencing PNSE. The course works with many aspects of a person, including (but not limited to): thoughts, feelings, memories, emotions, and sense of self. During the course, you may experience thoughts, feelings, or sensations that you have not previously explored thoroughly. You may not experience happiness during all portions of the course. For example, you will be asked to recall painful memories during one exercise and attempt to transform their emotional content into love.

In preparing for the course, it's important to consider that you will be confronting negative patterns. The EXPLORERS COURSE ORGANIZATION recognizes that some people wish to avoid any experiences that involve negative emotions. Therefore, if after reading the following descriptions or any portion of this document, you have any concern about your ability to fully participate in the course, it is recommended that you reevaluate your decision to take the course.

Please note that if you have active suicidal intent, homicidal intent or a diagnosis of unstable mental health, this course is not for you. Please notify us immediately and withdraw from the course.

The EXPLORERS COURSE involves:

- 1. Presentations and discussions.** Course teachers and mentors will speak about various subjects that are relevant to your life, and your relationship with PNSE.
- 2. Meditation, contemplation, and related practices.** You will be asked to devote time to various meditative, contemplative, and psychological practices.
- 3. Positive psychology exercises and techniques.** You will be asked to devote time to practicing techniques from positive psychology and related disciplines.
- 4. Group sessions.** You will be able to join groups of other participants, which may or may not have a course provided mentor. These groups may be formed to discuss and clarify what you are learning, provide mutual support, and engage in group practices and exercises.
- 5. Personal interactions with teachers, mentors, and other course staff.** At various times throughout the course you may have direct personal interaction with course teachers, mentors and staff. This may

be one-on-one or as part of a group. One or more of these individuals may explain something to you, give you personal direction, or ask or answer questions. The course staff's perspective is that you are committed to your own growth. The staff's style is to be caring, supportive and responsive to each participant's needs. Staff are respectful of your free-choice and individuality while showing how to meet the challenges you face and encouraging you to do so. At times you may experience some anxiety and risk in exploring new approaches to old problems.

6. Measures and other research documents. The course is an ongoing research project being conducted in conjunction with the Center for the Study of Non-Symbolic Consciousness. You may be asked to fill out psychological measures at the beginning, during, and end of the course. In addition to these, other assessments may be requested for research purposes.

SECTION II: INITIAL TERMS

I acknowledge that 'EXPLORERS COURSE' is used in this document as a term that refers to an educational course, the details of which are outlined in Section I.

I acknowledge that 'EXPLORERS COURSE ORGANIZATION MANAGEMENT' is used in this document as a term that refers to:

- 1.) Dr. Jeffery Allyn Martin of 547 Lexington Ave, Newport, KY 41071
- 2.) Officers or other explicitly designated representatives of Willow Group, Inc. (a Wyoming corporation)
- 3.) Officers or other explicitly designated representatives of Great Classes, LLC (a Wyoming limited liability corporation)
- 4.) The director of the Center for the Study of Non-Symbolic Consciousness (nonsymbolic.org)

I acknowledge that 'EXPLORERS COURSE ORGANIZATION' is used in this document as a term that refers to:

- 1.) Great Classes, LLC (a Wyoming limited liability corporation) located at 1621 Central Avenue Cheyenne, WY 82001, its parents, subsidiaries, officers, directors, teachers, employees, assistants, agents, co-sponsors, representatives, consultants, volunteers, staff, successors or assigns, or any affiliated persons or organizations
- 2.) Willow Group, Inc. (a Wyoming corporation) located at 1621 Central Avenue Cheyenne, WY 82001, its parents, subsidiaries, officers, directors, teachers, employees, assistants, agents, co-sponsors, representatives, consultants, volunteers, staff, successors or assigns, or any affiliated persons or organizations
- 3.) The Center for the Study of Non-Symbolic Consciousness (nonsymbolic.org), its parents, subsidiaries, officers, directors, teachers, employees, assistants, co-sponsors, agents, representatives, consultants, volunteers, staff, successors or assigns, or any affiliated persons or organizations
- 4.) The Transformative Technology Lab (transtechlab.org), its parents, subsidiaries, officers, directors, teachers, employees, assistants, co-sponsors, agents, representatives, consultants, volunteers, staff, successors or assigns, or any affiliated persons or organizations
- 5.) All EXPLORERS COURSE teachers, consultants, mentors, employees, agents, representatives, volunteers, staff, successors or assigns, or any affiliated persons or organizations

6.) The EXPLORERS COURSE ORGANIZATION MANAGEMENT

SECTION III: CONSENT TO PARTICIPATE

1. GENERAL TERMS AND AGREEMENTS. I am fully informed to my satisfaction about the EXPLORERS COURSE. I willingly choose to participate in the EXPLORERS COURSE at this time.

I understand that the EXPLORERS COURSE is an experiential education course, based on research conducted on Persistent Non Symbolic Experience (PNSE), which may or may not result in personal growth.

My decision to participate in this course is a personal decision. I have not been made any promises or warranties that I will receive any benefits or specific results from my participation in this course.

I understand that the EXPLORERS COURSE is a practice-based educational course, and that my full and enthusiastic compliance and participation is important. I further understand that any instructions given to me during this course are for me personally and may not be appropriate for others.

2. NOT A REPLACEMENT FOR MEDICAL TREATMENT OR CLINICAL PSYCHOLOGICAL ASSISTANCE. I acknowledge that the EXPLORERS COURSE is not a replacement/substitute for (nor is it intended to be) medical therapy, psychotherapy, or treatment for addiction or trauma. I understand that the teachers, facilitators, staff of the EXPLORERS COURSE and other members of the EXPLORERS COURSE ORGANIZATION are not licensed clinical psychiatrists, psychologists, or medical doctors, and I should not consider the information or instructions or other communications I may receive from them as medical or psychotherapeutic advice or instruction.

I understand and acknowledge that THE EXPLORERS COURSE makes no claims as to the safety or results of the course for any particular individual. I further understand that the EXPLORERS COURSE uses psychological, contemplative, and mental training techniques which may cause deep positive and/or negative shifts in sense of self, perception, emotion, cognition and memory.

I understand that the EXPLORERS COURSE is relying on me, in consultation with my health care professionals if I deem it appropriate, whether I am capable of undertaking this course at this time. In that light, I do not have any doubts about my mental health, emotional stability, or physical ability to handle the EXPLORERS COURSE. I certify that I am physically and mentally capable of engaging in the EXPLORERS COURSE and that there are no medical or psychological conditions currently afflicting me or which I have experienced in the past that would, if disclosed, cause EXPLORERS COURSE ORGANIZATION to deny my participation in the EXPLORERS COURSE.

If I feel mental or physical distress I will inform the EXPLORERS COURSE ORGANIZATION immediately by calling (859) 630-7979 and leaving a message if no one answers. If I feel the need for psychological assistance or medical attention, I take full responsibility for obtaining it for myself.

EXPLORERS COURSE and EXPLORERS COURSE ORGANIZATION does not purport to offer any medical, psychological, therapeutic, religious, spiritual, or other professional, medical or clinical advice to participants. I agree to seek the advice of clinical and counseling professionals (physicians, therapists,

clergy etc.) as appropriate regarding any needed medical therapy, psychotherapy, or treatment for addiction.

3. ASSUMPTION OF RISK. I agree to assume all risk associated with the EXPLORERS COURSE and agree to forever waive any and all claims and legal rights that I may have whatsoever arising out of my participation in the course as regards the EXPLORERS COURSE ORGANIZATION and all others.

4. PROPRIETARY INFORMATION. I understand and agree that all materials, concepts and information ("Materials") presented during the EXPLORERS COURSE, either orally or in writing, are the property of Dr. Jeffery A. Martin. I acknowledge that these materials are protected by copyright, trademark, and trade secret laws. I agree not to reproduce, copy, or otherwise duplicate such Materials without the express permission of EXPLORERS COURSE ORGANIZATION MANAGEMENT. I agree that I have no right to modify, edit, alter or enhance any of the Materials in any manner. I acknowledge that the Materials constitute commercially valuable, proprietary, confidential property of Dr. Jeffery A. Martin, the design and development of which required the investment of substantial effort, time, and money and reflect, in part, the credibility and "good will" of Dr. Jeffery A. Martin, EXPLORERS COURSE, and EXPLORERS COURSE ORGANIZATION.

I further understand that any Materials presented in this course are intended solely for use in this course. I understand that while I am welcome to benefit from such Materials personally, and to express and share those benefits, I agree not to resell, modify and resell, and/or repackage and resell, and/or rename and resell the Materials. I agree that EXPLORERS COURSE Materials may not be distributed, transmitted, or broadcast in any manner, or for any purpose, unless expressly authorized by EXPLORERS COURSE ORGANIZATION MANAGEMENT, in advance and in writing. I agree not to use the Materials in any way that would compromise the proprietary nature of the Materials.

I therefore agree not to deliver the Materials themselves, either reproduced or modified, in any way, including but not limited to as part of any seminar, training course, therapy, workshop, consulting, or similar business activity that I make available to my clients or to the public. I agree that should I wish to use any Materials from this course in any way, that I will first obtain the written consent of a member of EXPLORERS COURSE ORGANIZATION MANAGEMENT. By signing this agreement, I agree to be bound beyond copyright law.

I understand and agree that EXPLORERS COURSE ORGANIZATION does not grant any authority to use the EXPLORERS COURSE name or its logos, or to in any way represent EXPLORERS COURSE or EXPLORERS COURSE ORGANIZATION without the prior written consent of a member of EXPLORERS COURSE ORGANIZATION MANAGEMENT.

5. VIDEO AND AUDIO RECORDING. During the EXPLORERS COURSE instruction, including but not exclusively class session, question and answer, small group, and individualized personal instruction, may be audio and/or video recorded by the EXPLORERS COURSE ORGANIZATION. As a result of my participation in EXPLORERS COURSE, I may be included in any such video, movie, photographic or audio reproduction. Any and all of said reproductions are the exclusive property of EXPLORERS COURSE ORGANIZATION MANAGEMENT, and EXPLORERS COURSE ORGANIZATION MANAGEMENT is the exclusive copyright owner. I shall have no claim, right or interest to any of these reproductions and my signature hereto grants permission to EXPLORERS COURSE ORGANIZATION MANAGEMENT to use any of said reproductions in any manner. I do hereby hold harmless and forever release EXPLORERS COURSE

ORGANIZATION MANAGEMENT, their agents and assigns from any claims arising from the use of video, movie, photographic or audio reproductions in which I am included.

All video, audio, photographic and written material associated with or provided to me during the EXPLORERS COURSE is protected by the copyright laws of the United States and other countries. I understand that any video or audio recording or photographs created by anyone other than the EXPLORERS COURSE ORGANIZATION during EXPLORERS COURSE events are strictly prohibited and that I may immediately be terminated as a participant without a refund of my tuition if I breach this clause.

6. WRITTEN WORKS, IMAGES, AND ART OBJECTS. During the EXPLORERS COURSE instruction, including but not limited to class session, question and answer, small group, and individualized personal instruction, I may be asked to generate written works, images, or art objects (collectively 'Works'). These may include but are not limited to feedback responses, class exercises, and emails to the course staff. I acknowledge that any and all of said Works are the exclusive property of EXPLORERS COURSE ORGANIZATION MANAGEMENT for use in the EXPLORERS COURSE. I further acknowledge that EXPLORERS COURSE ORGANIZATION MANAGEMENT is the exclusive copyright owner. I shall have no claim, right or interest to any of these Works and my signature hereto grants permission to EXPLORERS COURSE ORGANIZATION MANAGEMENT and its licensees to use any of said Works in any manner. I do hereby hold harmless and forever release EXPLORERS COURSE ORGANIZATION MANAGEMENT and its licensees, their agents and assigns from any claims arising from the use of said Works.

7. CONFIDENTIALITY AMONG PARTICIPANTS. I understand and agree that the EXPLORERS COURSE, is a private and personal experience for each participant. As such, I agree to respect the confidentiality of all participants and their remarks and actions, and I agree to keep all such information private and confidential. I also agree to respect the confidentiality, identity and experience of any EXPLORERS COURSE participant worldwide. I undertake not to publish any person's name in any media without their prior written consent. I accept that photography, video and sound recording are not permitted during the EXPLORERS COURSE except by the EXPLORERS COURSE ORGANIZATION.

8. RESPECTFUL BEHAVIOR. I agree to treat other course participants and members of the EXPLORERS COURSE ORGANIZATION with respect at all times throughout the course.

9. RESPONSIBLE FOR MY OWN WELLBEING. I acknowledge that I am responsible for my own wellbeing during the EXPLORERS COURSE, including getting psychological or medical assistance, sufficient food and sleep, and taking any prescribed medicines on time.

10. SHARED CONTACT DETAILS. I agree that EXPLORERS COURSE ORGANIZATION can share my personal contact details with the other individuals who are enrolled in the EXPLORERS COURSE with me, including my phone, city, state, country, and email address. I agree to hold the contact details that I receive for my other EXPLORERS COURSE participants confidential.

SECTION IV: AGREEMENT RELEASING EXPLORERS COURSE FROM LIABILITY FOR ITS NEGLIGENCE OR OTHER ACTS

I acknowledge that I have been given the opportunity to ask questions regarding any aspect of the releases contained herein, and by signing below, do acknowledge that I have carefully and completely read and fully understand all aspects of the releases and agree to these terms in their entirety. In

consideration of EXPLORERS COURSE ORGANIZATION allowing me to attend and participate in the EXPLORERS COURSE and its associated activities, I, on behalf of myself, my heirs, executors, administrators, and assigns, hereby agree:

1. **RELEASE OF ALL CLAIMS.** I understand that I may discover claims arising from my participation in EXPLORERS COURSE which I do not presently know to exist or suspect to exist with respect to my participation in the EXPLORERS COURSE but that it is my intent to fully, finally and forever release all of the claims, known or unknown, suspected or unsuspected which do now exist, have heretofore existed or may exist in the future arising from or related to my participation in EXPLORERS COURSE.

2. **ASSUMPTION OF RISK.** I am fully aware that participating in the EXPLORERS COURSE may contain risks of emotional, personal, psychological, physical and other forms of injury. I know and understand the scope, nature, and extent of the risks involved in the EXPLORERS COURSE and activities contemplated by this agreement. I voluntarily and freely choose to incur and assume any and all such risks and dangers.

3. **EXEMPTION FROM LIABILITY.** I hereby fully and forever discharge and release EXPLORERS COURSE ORGANIZATION from any and all liability, claims, demands, actions, and causes of action whatsoever, both in law and equity, arising out of or in any way resulting from personal, physical, psychological, emotional or any other injuries, distress or death, allegedly sustained during or from the EXPLORERS COURSE or any of its associated activities. This provision releases every kind of liability or damage, including but not limited to loss, damage, or injury resulting from the negligence of EXPLORERS COURSE ORGANIZATION or from any other cause or causes, whether resulting from my own negligent acts or omissions, from the acts or omissions of third parties, or from the acts or omissions of EXPLORERS COURSE ORGANIZATION. I acknowledge that EXPLORERS COURSE ORGANIZATION will not be liable for any other direct or indirect loss, cost or expense, of any nature, however caused.

4. **COVENANT NOT TO SUE.** I agree not to institute, initiate, or assist the prosecution of any suit, claim, or action at law or equity, or otherwise, against EXPLORERS COURSE ORGANIZATION for damages or otherwise which I or my heirs, executors, administrators, or assigns hereafter may have arising from the EXPLORERS COURSE or any of its associated activities. In any action or proceeding to interpret or enforce any of the provisions hereof, the prevailing party shall, in addition to any other award of damages or other remedy, be entitled to reasonable lawyers' fees and costs.

5. **INDEMNITY AGREEMENT.** I agree to indemnify and hold harmless EXPLORERS COURSE ORGANIZATION from any and all losses, claims, actions, or proceedings of any kind which may be initiated by me and/or any other person or organization on my behalf. This includes reimbursement of all legal costs and reasonable counsel fees incurred by EXPLORERS COURSE ORGANIZATION or other indemnified parties for the defense of any such actions which may arise directly or indirectly from my participation in the EXPLORERS COURSE. I release and agree to indemnify and hold harmless, EXPLORERS COURSE ORGANIZATION from and against all actions, claims or demands that I, my assignees, heirs, distributees, guardians and personal or legal representatives now have or may have in the future for any injury, death, loss or damage of any kind resulting from my participation in the EXPLORERS COURSE.

6. **WAIVER OF PUNITIVE DAMAGES.** I understand that I am waiving and forever abandoning any claim for punitive or exemplary damages against the EXPLORERS COURSE ORGANIZATION. I voluntarily choose to give up this right.

SECTION V: REFUNDS AND PARTICIPATION

1. **COMMITMENT.** I fully commit to complete the entire EXPLORERS COURSE, to the best of my ability. I understand that this is important because my failure to fully participate may impact both myself and others who are taking the course, including the members of my small group. I am making a completely firm commitment to the course. I understand that absence from more than three class sessions may result in termination from the course, unless special permission is received.

2. **COMMITMENT EXCEPTION.** Although I am making a firm commitment to complete the course to the best of my ability, I understand that I am not required to continue with the course if I experience unacceptable amounts of mental, emotional, physical or other types of distress while taking the course. In such a situation I will immediately to inform the EXPLORERS COURSE ORGANIZATION by calling (859) 630-7979 and leaving a message if no one answers. If I feel the need for psychological assistance or medical attention, I take full responsibility for obtaining it for myself.

3. **REFUNDS.** I acknowledge that my tuition is non-refundable on or after the date of the first session of the course. If I drop out of the course on or after that date, I understand that I am not entitled to a refund. I understand that my course participation may be cancelled or terminated at any time for breaching this agreement.

SECTION VI: GENERAL PROVISIONS

1. **SUCCESSORS AND ASSIGNS.** All of the provisions of this agreement shall be binding upon and inure to the benefit of the EXPLORERS COURSE ORGANIZATION hereto and its respective successors and assigns. I agree that I shall not assign any of my rights under this agreement, or delegate the performance of any of my duties hereunder, without the prior written consent of the EXPLORERS COURSE ORGANIZATION MANAGEMENT.

2. **HEADINGS.** I acknowledge and agree that section headings are not to be considered a part of this agreement and are not intended to be a full and accurate description of the contents hereof.

3. **WAIVER.** I acknowledge and agree that the waiver by any party of any breach of any provision of this agreement on the part of the other shall not be construed to operate as a waiver of any other or subsequent breach of the same or any other term, condition or covenant contained in this agreement.

4. **NOTICES.** I acknowledge and agree that any notice to be given hereunder by any party to the other must be affected by mail, registered or certified, postage pre-paid with return receipt requested. Mailed notices for EXPLORERS COURSE OR EXPLORERS COURSE ORGANIZATION shall be addressed to the parties at the addresses appearing below:

Center for the Study of Non-Symbolic Consciousness
attn. Dr. Jeffery A. Martin
547 Lexington Ave., Newport, KY, 40171, USA

I or the EXPLORERS COURSE ORGANIZATION may change address by written notice in accordance with this paragraph. I agree to keep EXPLORERS COURSE ORGANIZATION current as to my mailing addresses, as well as my telephone number and e-mail address.

5. CONTAINMENT OF ENTIRE AGREEMENT. I acknowledge and agree that this agreement is an independent document and supersedes any and all other agreements, either oral or in writing, between myself and EXPLORERS COURSE ORGANIZATION, except for any separately signed Confidentiality, Trade Secret, Non-Compete or Non-Disclosure agreements (“Other Agreement”). To the extent that the terms of such Other Agreement(s) conflict with the terms of this agreement, the terms of the Other Agreement shall apply and shall not be modified by this agreement.

6. REPRESENTATION. I acknowledge and agree that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party hereto, or anyone acting on behalf of any party hereto, which are not embodied herein, and that no other agreement, statement or promise not contained in this agreement shall be valid or binding. Any modification of this agreement shall be effective only if it is in writing, signed and dated by myself and an authorized representative of THE EXPLORERS COURSE ORGANIZATION MANAGEMENT.

7. AMENDMENT. I acknowledge and agree that no amendment or modification to this agreement shall be deemed effective unless mutually agreed upon in writing by both myself and all members of the EXPLORERS COURSE ORGANIZATION MANAGEMENT.

8. SEVERABILITY. I acknowledge and agree that it is my intention that this agreement be enforceable, in accordance with its terms, to the fullest extent permitted by law. Accordingly, I hereto expressly agree that if any portion of the agreement or any of its provisions shall, for any reason, be adjudged by any court of competent jurisdiction to be invalid or unenforceable, that adjudication shall not affect, impair, or invalidate the remainder of this agreement but shall be confined in its operation to the provision or provisions of this agreement directly involved in the controversy in which such adjudication shall have been rendered. Moreover, I acknowledge and hereto hereby agree that a court of competent jurisdiction may modify any provision hereof held invalid or unenforceable (including, without limitation, provisions relating to time or geographic limits) only to the extent necessary to render it valid and enforceable.

9. TERMINATION. Upon termination of this agreement, the understandings, acknowledgements, agreements, covenants, representations and warranties set forth in Section III, part 3 (ASSUMPTION OF RISK); Section III, part 4 (PROPRIETARY INFORMATION); Section III, part 5 (VIDEO AND AUDIO RECORDING); Section III, part 6 (6. WRITTEN WORKS, IMAGES, AND ART OBJECTS). Section III, part 7 (CONFIDENTIALITY AMONG PARTICIPANTS); Section IV, part 1 (RELEASE OF ALL CLAIMS); Section IV, part 2 (ASSUMPTION OF RISK); Section IV, part 3 (EXEMPTION FROM LIABILITY); Section IV, part 4 (COVENANT NOT TO SUE); Section IV, part 5 (INDEMNITY AGREEMENT); Section IV, part 6 (WAIVER OF PUNITIVE DAMAGES); and Section V, Part 3. (REFUNDS) shall survive the termination.

10. JURISDICTION, DISPUTE RESOLUTION AND CHOICE-OF-LAW. I agree that any dispute or claim arising out of or in connection with or relating in any way to this agreement, my participation in the EXPLORERS COURSE, my interaction with the EXPLORERS COURSE ORGANIZATION, or my interaction with the EXPLORERS COURSE ORGANIZATION MANAGEMENT (including non-contractual disputes or

claims) shall be governed by and construed in accordance with the laws of the State of Wyoming without regard to its conflict of law principles.

I further agree that any controversy or claim arising out of or relating to this document, or the breach thereof, at the election of the initiating party, shall be brought either in the courts of the State of Wyoming, or in binding arbitration conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"). In the event of arbitration, judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

I further agree that certain rights and actions relating to the EXPLORERS COURSE and EXPLORERS COURSE ORGANIZATION are not compensable with monetary damages and, therefore, hereby consent to extraordinary relief, in equity, including but not limited to injunctive relief, which may be entered and shall be deemed fully enforceable, by either a Wyoming state court or the AAA. I agree and consent to the jurisdiction of and venue in Wyoming state court and AAA, and will not challenge the service of process, the legal authority, or the jurisdiction of any proceedings which, at the request of either of the parties, may be held confidential and not publicly disclosed.

11. **COUNTERPARTS.** I acknowledge and agree that this agreement may be executed by the parties hereto in duplicate counterparts and shall become effective upon the execution of my electronic or written signature.

12. **ELECTRONIC SIGNATURES.** I acknowledge and agree that this agreement may be executed by the parties hereto using electronic signatures and shall become effective upon the execution of my electronic or written signature.

I hereby expressly recognize that this agreement is a contract and In Section IV, I have released any and all claims against the indemnified parties resulting from my participation in the EXPLORERS COURSE, including any claims caused by the negligence of the indemnified parties.

I HAVE CAREFULLY READ THIS AGREEMENT AND I UNDERSTAND ITS CONTENTS. I CERTIFY THAT I AM 18 YEARS OF AGE OR OLDER, AND SIGN THIS AGREEMENT OF MY OWN FREE WILL.