

## **HIPAA AUTHORIZATION, PARTICIPANT RELEASE OF LIABILITY, CONTENT RELEASE, AND ASSUMPTION OF RISK**

The individual named below (referred to as "I" or "me") desires to participate in Mental Health is Your Power: Thriving in the Modern Workplace at Tia 1500 Mission St. San Francisco, CA 94103 (the "**Activity**") sponsored by Tia, Inc., a Delaware corporation (the "**Company**"). The event and meditation session offered in conjunction with support from Talkspace and Her Workplace ("**Partners**"). The Company and Partners are the "**Releasees**". In consideration of being permitted by the Company and Partners to participate in the Activity and in recognition of the Company's and Partner's reliance hereon, I agree to all the terms and conditions set forth in this instrument (this "**Release**").

### Assumption of Risk

I AM AWARE AND UNDERSTAND THAT THE ACTIVITY IS A POTENTIALLY DANGEROUS ACTIVITY AND INVOLVES THE RISK OF PERSONAL OR PSYCHOLOGICAL INJURY, PAIN, SUFFERING, TEMPORARY OR PERMANENT DISABILITY, DEATH, AND/OR FINANCIAL LOSS. I ACKNOWLEDGE THAT ANY INJURIES THAT I SUSTAIN MAY RESULT FROM OR BE COMPOUNDED BY THE ACTIONS, OMISSIONS, OR NEGLIGENCE OF THE RELEASEES, INCLUDING NEGLIGENT EMERGENCY RESPONSE OR RESCUE OPERATIONS OF THE RELEASEES. **NOTWITHSTANDING THE RISK, I ACKNOWLEDGE THAT I AM KNOWINGLY AND VOLUNTARILY PARTICIPATING IN THE ACTIVITY WITH AN EXPRESS UNDERSTANDING OF THE DANGER INVOLVED AND HEREBY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY, DISABILITY, AND DEATH ARISING FROM MY PARTICIPATION IN THE ACTIVITY, WHETHER CAUSED BY THE ORDINARY NEGLIGENCE OF THE RELEASEES OR OTHERWISE.**

**I hereby expressly waive and release any and all claims, now known or hereafter known, against the Releasees, and their officers, directors, manager(s), employees, agents, affiliates, shareholders/members, successors, and assigns (collectively, "Released Parties"), arising out of or attributable to my participation in the Activity, whether arising out of the ordinary negligence of any Releasees or Released Parties or otherwise.** I covenant not to make or bring any such claim against the Releasee or any other Released Parties, and forever release and discharge the Releasees and all Released Parties from liability under such claims.

### Release of Content associated with Activity

I hereby grant to Releasees a non-exclusive, royalty-free, right and license and sublicense in one or multiple tiers, in perpetuity, to use, transmit and distribute any content generated by me or containing my name, image, voice and/or likeness (together referred to herein "Content"), on any material for advertising, promotional or trade purpose ("Material"), in all formats now known or hereafter discovered, and in all languages and territories throughout the world, together with the right to make such changes to, and derivative works of, the Content as Releasees deems appropriate in connection with the Content.

I understand the Content may include my personal health information including, but not limited to, name, treatment modality, age, treatment, plan, diagnoses, city and state of residence, and location of where I received treatment. I understand the provision of health care treatment, payment for my health care and my health care benefits are not dependent on this Authorization and Release. I understand I am not required to sign this Authorization and Release. This Authorization and Release is for the limited purpose of the Company to use the Content in the Materials. I understand I have the right to revoke this Authorization and Release in writing, except to the extent Content has already been published in

Materials pursuant to this authorization at the time of the revocation. I can revoke this Authorization and Release by sending correspondence to the Releasees.

I understand and acknowledge that Releasees (a) will be under no obligation to actually use the Content and (b) has the right to use the Content either with or without my name.

I understand that I am providing the Content to Releasees and that, if applicable, my treating healthcare provider will not be providing any additional protected information on any Material, including private health information in my medical records, the confidentiality of which may be protected by federal and state statutes and regulations, including the Health Insurance Portability and Accountability Act (HIPAA).

I certify that: (a) the Content is true and accurate and reflects my personal experiences and honest beliefs; and (b) I made the Content of my own free will.

I acknowledge that I will receive no compensation from Releasees other than any goodwill and publicity that I may receive relating to Releasee's use of the Content.

I warrant and represent that I have the right to grant the rights set forth in this Release, and, to the extent the Content includes an image or text delivered by me to Releasee, the Content does not contain any unlawful, libelous or defamatory matter and does not infringe upon the rights, including copyright, of any other person or entity. I represent that this Release does not in any way conflict with any existing commitment on my part, nor will I enter into any agreement in the future that conflicts with or in any way limits the rights I have granted herein.

I understand that all rights in and to the Material shall be Releasee's sole and absolute property. I hereby waive any and all rights that I may have to inspect and approve the Material or the manner in which it may be used in connection with the Material.

I hereby release all Releasees acting under their permission or authority from any and all liability by virtue of any manipulation, blurring, computer imaging, distortion of the Content, intentional or otherwise, that may be affected in the completion of the Material, unless it can be shown by me that the publication thereof was malicious and published solely for the purpose of subjecting me to conspicuous public ridicule and scandal. I hereby waive any and all claims against Releasees for damage suffered by me in connection with or during creation of the Material, however caused.

This Release constitutes the sole and entire agreement of the Releasees and me with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Release is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Release or invalidate or render unenforceable such term or provision in any other jurisdiction. This Release is binding on and shall insure to the benefit of the Releasees and me and our respective heirs, successors, and assigns. All matters arising out of or relating to this Release shall be governed by and construed in accordance with the laws of the State of California without giving effect to any choice or conflict of law provision or rule. Any claim or cause of action arising under this Release may be brought only in the federal and state courts located in Los Angeles County, California and I hereby consent to the exclusive jurisdiction of such courts.

[SIGNATURE PAGE FOLLOWS]

**BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS RELEASE AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE COMPANY OR FIGS. I AM AT LEAST EIGHTEEN (18) YEARS OF AGE AND FULLY COMPETENT.**

Signed:

\_\_\_\_\_

Printed Name:

\_\_\_\_\_

Address:

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_