

MARRIAGE365

COUPLES GETAWAY 2021 WAIVER

This retreat waiver (the "Waiver") is by and between Marriage365 Media Group Inc., a California corporation ("Marriage365", "Company", or "we"), and the participant identified on the signature block below ("Participant" or "you"), as of the earlier date listed on the signature page hereto (the "Effective Date"). Marriage365 and Participant are referred to herein individually as a "Party" and collectively as the "Parties."

1. THE RETREAT. First and foremost, our Cabo Couples Getaway (the "Retreat") is dedicated to providing a healthy environment for all participants. As such, you understand and agree that you must abide by this Code of Conduct, and any other rules we implement over the course of the Retreat, in order to keep all participants safe and empowered.
 - a. HEALTHY COMMUNICATION. This Retreat is for couples looking to learn new communication techniques. We know that everyone is a work in progress, but we do require a baseline of respectful communication with all participants attending the Retreat. Please be mindful of your actions and/or responses when people share their personal stories. Any abusive or aggressive behavior by Participants may result in a warning or expulsion from the Retreat without a refund at the discretion of the Company.
 - b. HARASSMENT and DISCRIMINATION PROHIBITED. We do not tolerate harassment in any form, including at sessions, workshops, happy hours, on online media, by or against any party, including Retreat Participants and/or partners. Participants asked to stop any harassing behavior are expected to comply immediately. Participants violating these rules may be expelled from the Retreat without a refund at the discretion of the Company. If you are harassed, notice that someone else is being harassed, or have any other concerns, please contact a member of retreat staff immediately. Retreat staff will be happy to help participants contact hotel/venue security or local law enforcement, provide escorts, or otherwise assist those experiencing harassment to feel safe for the duration of the experience.
2. DOCUMENTATION: Please plan accordingly for the Retreat. You, the Participant, are solely and exclusively responsible for maintaining up-to-date and valid travel documentation, such as domestic identification and boarding passes. We are not liable or responsible if you are unable to travel to the location where the Retreat will be held based on lack of adequate documentation.
3. INSURANCE: All participants are strongly encouraged to purchase and maintain travel insurance during the entire length of the Retreat (including through their return date). Participants that choose to purchase coverage are individually responsible for paying for travel insurance and ensuring adequate coverage. Coverage should ideally include, but

not be limited to: illness, injury, property damage, loss of personal items, death, cancellation and any other potential losses, damages, expenses, and/or liabilities. Marriage365 is not responsible or liable for any loss, damage, expense, cost, or any other travel-related issue.

4. **MEDIA RELEASE:** You understand and agree that the Company may collect, record, publish, post, transmit, and/or display my name, image and likeness and quotes, and testimonial (this includes name, biographical information, likeness, portrait, image, picture, voice, quotes, all or parts of interviews and information obtained from interviews) (collectively the "Media") for any purpose. You hereby voluntarily release and hold harmless the Company, its directors, employees, and agents acting officially or otherwise, from all manner of suits, actions, claims, demands, and liabilities which may arise from such Media participation. This release applies to any and all media known, and hereafter devised, in perpetuity throughout the universe. You understand that all media remains the property of the Company, and waive all rights to original Media, copies of Media, royalties, entitlements, payments, or any other compensation or quid pro benefits which might arise from the Company's acquisition, storage, display, publication, posting, or distribution of media as described herein. You understand that this Agreement constitutes a full and complete waiver of all possible claims of any nature whatsoever, including claims of negligence, personal injury or property loss, or damage, arising out of said Media participation.
5. **TRAVEL & MEALS:** All Participants are responsible for their own airfare costs to and from Los Cabos, airport code: SJD. Transportation is being offered for participants that arrive on Thursday, October 7th and are departing on Sunday, October 10th, 2021. If you travel outside of those dates, you will be responsible for transportation between the airport and hotel. Participants will have the following meals and refreshments provided to them by Marriage365: (1) welcome dinner on Thursday evening; (2) breakfast, lunch, and dinner on both Friday and Saturday; (3) breakfast on Sunday. The Company and any chefs or caterers participating in Retreat shall not be held liable for any illness or allergic reaction to any food items provided during the Retreat.
6. **CONSUMPTION OF ALCOHOL:** Alcohol will be available for consumption at the Retreat. You understand and confirm that alcohol consumption shall be at your own discretion, risk and liability, and that you may be required to produce government-issued photo identification prior to being served any alcohol. You understand that Marriage365 reserves the right to excuse you from the Retreat if you become inebriated and misbehave or have the potential to cause harm to yourself or any other person or persons. If you are excused from the Retreat pursuant to this section, it shall be without any sort of refund or reimbursement by Marriage365. You hereby assume all risk involved with the consumption of alcohol and unconditionally hold Marriage365 harmless.

7. HEALTH OF PARTICIPANT: Your participation in the Retreat indicates your acknowledgment and agreement with, as well as warranty of, the following statements:
- a. Participant affirms that they have no medical conditions that would restrict Participant from participating in physical activities. It is the Participant's responsibility to consult a physician before participating in this Retreat to ensure eligibility for physical activity.
 - b. Participant agrees that if they experience any medical issues while attending the Retreat, they will contact their doctor immediately. FYI- there is a nurses office on location at the Hilton Los Cabos, so there is medical staff on location.
 - c. Participant understands and agrees that it is their responsibility to let Marriage365 know if Participant finds themselves in any pain or discomfort before, after, or during the Retreat.
 - d. Participant agrees to keep Marriage365 apprised of any changes or upcoming changes concerning Participant's physical health and/or personal information.
 - e. Participant agrees and verifies that all of the information that Participant has given Marriage365 and its representatives is accurate, up-to-date, and without the omission of any known medical issues.
 - f. Participant agrees and verifies that if Participant has omitted any necessary personal information, whether knowingly or unknowingly, Participant will hold Marriage365 harmless against all liability for any damages that may occur to Participant or to others because of Participant's actions or inactions.
 - g. If Participant does require medical treatment or attention while or after participating in the Retreat, Participant authorizes Marriage365 to provide to Participant, through medical personnel of Marriage365's choice, customary medical assistance, transportation, and emergency medical services. This consent does not impose a duty upon Marriage365 to provide such assistance, transportation, or services. Participant agrees that they alone are responsible for the payment of any medical costs and agrees to hold Marriage365 blameless from any charges, fees, or costs that Participant's conditions may incur. PARTICIPANT ACKNOWLEDGES THAT ANY INJURIES THAT THEY MAY SUSTAIN MAY BE COMPOUNDED BY NEGLIGENT FIRST AID OR EMERGENCY RESPONSE OF THE RELEASED PARTIES OR OTHER INDIVIDUALS OR MEDICAL OR EMERGENCY PERSONNEL.
 - h. Participant understands and agrees that Marriage365 shall attempt to reach the Emergency Contact through the contact information provided to Marriage365 should Participant require medical attention or treatment, but in the event Marriage365 cannot reach that contact and authorizes medical treatment, in no way shall Marriage365 be liable for any harm that may arise from the lack of contact or any medical treatment authorized without input from the Emergency Contact.
 - i. Participant specifically acknowledges and agrees that these clauses are not intended to be a general release, which would be limited under some state and local laws.

- j. COVID-RELEASE AND WAIVER. I HEREBY RELEASE, WAIVE AND FOREVER DISCHARGE ANY AND ALL LIABILITY, CLAIMS, AND DEMANDS OF WHATEVER KIND OR NATURE AGAINST MARRIAGE365, INCLUDING IN EACH CASE, WITHOUT LIMITATION, CASEY AND MEYGAN CASTON AND EMPLOYEES, EITHER IN LAW OR IN EQUITY, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, INCLUDING BUT NOT LIMITED TO DAMAGES OR LOSSES CAUSED BY THE NEGLIGENCE, FAULT OR CONDUCT OF ANY KIND ON THE PART OF THE RELEASED PARTIES, INCLUDING BUT NOT LIMITED TO DEATH, BODILY INJURY, ILLNESS, ECONOMIC LOSS OR OUT OF POCKET EXPENSES, OR LOSS OR DAMAGE TO PROPERTY, WHICH I, MY HEIRS, ASSIGNEES, NEXT OF KIN AND/OR LEGALLY APPOINTED OR DESIGNATED REPRESENTATIVES, MAY HAVE OR WHICH MAY HEREINAFTER ACCRUE ON MY BEHALF, WHICH ARISE OR MAY HEREAFTER ARISE FROM MY PARTICIPATION WITH THE ACTIVITY.
8. ASSUMPTION OF THE RISK: You acknowledge and understand that during the Retreat, you may be exposed to a variety of liabilities and risks, foreseen or unforeseen, which are inherent in outdoor and/or collaborative activities and retreats. These inherent risks include, but are not limited to, the dangers of serious personal injury, death and property damage resulting from, but not limited to: physical exercise and exertion; physical contact with other participants or third parties; falling or tripping due to environmental hazards, uneven surfaces, or debris; other health hazards associated with physical activity and outdoor events; injury or death resulting from exposure to unfavorable weather conditions; and hazards related to catering, including but not limited to food sickness, allergic reactions, choking (collectively the "Injuries and Damages").

You further acknowledge and understand that these Injuries and Damages cannot be entirely eliminated. You fully understand and agree that Marriage365 has not tried to contradict or minimize your understanding of these risks. You understand that Injuries and Damages can occur by natural causes or activities of other persons, environmental circumstances, staff of Marriage365 or other third parties, either as a result of negligence or because of other reasons. You understand that third parties cannot necessarily be controlled, and that Participant's safety, physical health, or emotional wellbeing cannot be guaranteed while participating in the Retreat and related activities.

9. WAIVER OF LIABILITY FOR PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE: In acknowledging the foregoing ASSUMPTION OF THE RISK section, YOU CONFIRM YOUR UNDERSTANDING OF THE FOLLOWING: To the fullest extent allowed by law, you agree to WAIVE AND DISCHARGE CLAIMS AGAINST, RELEASE FROM LIABILITY, INDEMNIFY, AND HOLD HARMLESS THE COMPANY and its parents, subsidiaries and affiliates and their respective past and present officers, directors, stockholders, managers, members, partners, agents and employees (collectively, "Released Parties") from and against ANY AND ALL LIABILITY on account of, or in any

way resulting from, any your death or personal injury relating to your participation in the Retreat, even if caused by NEGLIGENCE of the Released Parties; Such negligence could involve negligent assessment of the Retreat's feasibility in a given area and/or location. You understand and intend that the assumption of risk and release is binding upon your heirs, executors, administrators and assignors. This waiver and release is intended to be as broad and inclusive as is permitted by law.

10. WAIVER OF UNKNOWN CLAIMS. Participant has read Section 1542 of the California Civil Code, which provides as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

Participant understands that Section 1542 allows that Participant not to release existing claims of which the Participant is presently unaware, unless the Participant voluntarily chooses to waive this right. Having been so apprised, Participant nevertheless hereby voluntarily elects to, and does, waive the rights described in Section 1542, and elects to assume all rights for claims that now exist in the Participant's favor, known or unknown, for the subject of this Agreement.

11. GUESTS. You assume all risk of damage or injury to any individuals that you invite as guests at the Retreat, such as your spouse, fiancé, or partner, whether you are present or not at the time of damage or injury, and hereby agree to fully indemnify the Released Parties against any claims for damages or injury suffered by your invited guests.

12. INDEMNIFICATION: Participant shall defend, indemnify and hold harmless Marriage365, including affiliates and each of their respective officers, directors, shareholders, employees, representatives, agents, successors and assigns from and against all claims of third parties, and all associated losses, to the extent arising out of (a) Marriage365's gross negligence or willful misconduct in performing any of its obligations under this Agreement, or (b) a material breach by Marriage365 of any of its representations, warranties, covenants or obligations under this Agreement.

13. NON-ASSIGNMENT. You may not sell, assign, or transfer any of its rights or obligations hereunder, and any attempt to sell, assign, or transfer such rights or obligations without the Company's prior written approval will be null and void. All terms and conditions in this Agreement will be binding upon and inure to the benefit of the parties hereto and their respective permitted transferees, successors, and assigns.

14. REFUNDS. We understand that plans can change and your retreat may have to wait. Deposits are non-refundable, but if an emergency comes up and you can't make it this year, we can transfer your deposit to a future Marriage365 event. This policy is subject to change; all registered participants will be notified of any changes.

13. **WARRANTIES & REPRESENTATIONS:** Marriage365 represents and warrants that Marriage365 has full right to enter into this Agreement and to perform its obligations hereunder and will comply with all applicable federal, state, and local laws, ordinances and regulations. Marriage365 further represents and warrants that to the best of Marriage365's knowledge, the Retreat hosted by Marriage365 and Marriage365 vendors and/or subcontractors does not infringe the rights of any party, and will not violate the rights of any third parties. Participant represents and warrants that Participant has full right to enter into this Agreement and to perform its obligations hereunder and will comply with all applicable federal, state, and local laws, ordinances and regulations.

- a. You hereby acknowledge that nothing shared or recommended during our retreat, nor any related products, videos or coaching sessions will constitute financial, investment, legal, medical and/or other professional advice and that no professional relationship of any kind is created between you and Marriage365. You hereby agree that you will not hold Marriage365 liable for any consequences that may result from any financial, investment, legal, medical, and/or other decisions based in whole or in part on anything discussed during the Retreat.
- b. You further understand that any information provided during the Retreat is for general educational and informational purposes only. You understand that such information is not intended nor otherwise implied to be medical or health advice. As such, you understand that such information is by no means complete or exhaustive, and that as a result, such information does not encompass all medical conditions, psychological disorders, health-related issues, or respective treatments. You understand that you should always consult your physician or other healthcare provider to determine the appropriateness of this information for your own situation or should you have any questions regarding a medical condition or treatment plan.

14. **ENTIRE AGREEMENT:** This Agreement will constitute the entire agreement of the Parties with respect to the subject matter hereof and supersedes all previous communications, representations, understandings, and agreements, either oral or written, between the Parties with respect to the subject matter of this Agreement. The Agreement may be executed in counterparts, each of which will be an original, and all of which together will constitute one and the same document. No modification of these Terms will be binding unless in writing and signed by both Parties. If any provision herein is held to be unenforceable, the remaining provisions will remain in full force and effect. All rights and remedies hereunder are cumulative.

15. **SEVERABILITY & NON-WAIVER:** If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect. Any failure by Marriage365 to require Participant's performance of any provision in this Agreement shall not affect Marriage365 Participant's rights at any time thereafter, nor shall a waiver of any breach

or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself. All rights and remedies hereunder are cumulative.

16. GOVERNING LAW: This Agreement will be governed by the laws of the United States of America and all disputes will be brought solely in the courts of Orange County, CA. Marriage365 and Participant agree that any claims, legal proceedings, or litigation arising in connection with this Agreement will be brought solely in the courts of the county of Orange County, California, and the parties consent to the jurisdiction of such courts.

Guests will have the opportunity to view the waiver on September 21st, 2021. Guests will be required to sign the waiver on Thursday, October 7th at the Hilton Los Cabos, MX in order to attend the retreat.