

# 45 Day Experiment Enrollment Agreement

Includes: Terms of Participation, Disclaimer, Releases, Hold Harmless, Confidentiality and Arbitration

THIS IS A RELEASE OF LIABILITY AND WAIVER OF RIGHTS.

Version 4.0 – 1/1/2024

**Please print and read this agreement. Then, check the box on the enrollment web form to indicate that you have read, fully understand it, and agree to these terms.**

## **SECTION I: STRUCTURE OF THE 45 DAY EXPERIMENT**

The 45 DAY EXPERIMENT is a 6 week online educational course based on academic research into Persistent Non-Symbolic Consciousness and Persistent Non-Symbolic Experience (collectively, PNSE). More information about PNSE can be obtained at nonsymbolic.org. Another term for PNSE is Fundamental Wellbeing (FW).

The purpose of the 45 DAY EXPERIMENT 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 45 DAY EXPERIMENT 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 45 DAY EXPERIMENT involves:

1. **Presentations and discussions.** Course teachers and mentors will speak about various subjects that are relevant to your life, and to the transition to PNSE.

2. **Meditation, contemplation, and related practices.** You will need to devote a minimum of one continuous hour per day to various meditative, contemplative, and psychological practices.

3. **Positive psychology exercises and techniques.** You will need to devote a minimum of 15 minutes each day to practicing techniques from positive psychology and related disciplines.

4. **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.

**5. 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 will be required to fill out psychological measures at the beginning, middle, and end of the course. You will also be required to complete a life narrative exercise at these intervals. In addition to these, other assessments may be requested for research purposes.

## **SECTION II: INITIAL TERMS**

I acknowledge that '45 DAY EXPERIMENT' 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 '45 DAY EXPERIMENT ORGANIZATION MANAGEMENT' is used in this document as a term that refers to officers and other designated representatives of the Fundamental Wellbeing Foundation (a Wyoming non-profit corporation).

I acknowledge that '45 DAY EXPERIMENT ORGANIZATION' is used in this document as a term that refers to:

- 1.) Fundamental Wellbeing Foundation (a Wyoming non-profit corporation), 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.) 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
- 3.) 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
- 4.) The Laboratory for Consciousness Science at the California Institute for Human Science, , 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 45 DAY EXPERIMENT teachers, consultants, mentors, employees, agents, representatives, volunteers, staff, successors or assigns, or any affiliated persons or organizations
- 6.) The 45 DAY EXPERIMENT ORGANIZATION MANAGEMENT

## **SECTION III: CONSENT TO PARTICIPATE**

**1. GENERAL TERMS AND AGREEMENTS.** I am fully informed to my satisfaction about the 45 DAY EXPERIMENT. I willingly choose to participate in the 45 DAY EXPERIMENT at this time.

I understand that the 45 DAY EXPERIMENT 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 45 DAY EXPERIMENT 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 45 DAY EXPERIMENT 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 45 DAY EXPERIMENT and other members of the 45 DAY EXPERIMENT 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 45 DAY EXPERIMENT makes no claims as to the safety or results of the course for any particular individual. I further understand that the 45 DAY EXPERIMENT 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 45 DAY EXPERIMENT is relying on me, in consultation with my health care professionals if I deem it appropriate, to determine 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 45 DAY EXPERIMENT. I certify that I am physically and mentally capable of engaging in the 45 DAY EXPERIMENT 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 45 DAY EXPERIMENT ORGANIZATION to deny my participation in the 45 DAY EXPERIMENT.

If I feel mental or physical distress I will inform the 45 DAY EXPERIMENT ORGANIZATION immediately by calling (843) 697-7009 and leaving a message if no one answers, and that I will also immediately email the course support address at: support@fundamentalwellbeing.foundation. If I feel the need for psychological assistance or medical attention, I take full responsibility for obtaining it for myself.

45 DAY EXPERIMENT and 45 DAY EXPERIMENT 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, advice or other professional treatment.

**3. ASSUMPTION OF RISK.** I agree to assume all risk associated with the 45 DAY EXPERIMENT 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 45 DAY EXPERIMENT ORGANIZATION and all others.

**4. PROPRIETARY INFORMATION.** I understand and agree that all materials, concepts and information ("Materials") presented during the 45 DAY EXPERIMENT, orally, by video, in writing or by another means, are the property of 45 DAY EXPERIMENT ORGANIZATION. 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 a member of 45 DAY EXPERIMENT 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 45 DAY EXPERIMENT ORGANIZATION, 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 the 45 DAY EXPERIMENT and 45 DAY EXPERIMENT 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 45 DAY EXPERIMENT Materials may not be distributed, transmitted, or broadcast in any manner, or for any purpose, unless expressly authorized by a member of 45 DAY EXPERIMENT 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 45 DAY EXPERIMENT ORGANIZATION MANAGEMENT. By signing this agreement, I agree to be bound beyond copyright law.

I understand and agree that 45 DAY EXPERIMENT ORGANIZATION does not grant any authority to use the 45 DAY EXPERIMENT name or its logos, or to in any way represent 45 DAY EXPERIMENT or 45 DAY EXPERIMENT ORGANIZATION without the prior written consent of a member of 45 DAY EXPERIMENT ORGANIZATION MANAGEMENT.

**5. VIDEO AND AUDIO RECORDING.** During the 45 DAY EXPERIMENT 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 45 DAY EXPERIMENT ORGANIZATION. As a result of my participation in 45 DAY EXPERIMENT, I may be included in any such video, movie, photographic or audio reproduction. Given that these recordings may include other participants in the course, I understand that I may not share them with anyone unless I am specifically requested to by the 45 DAY EXPERIMENT ORGANIZATION. I also understand that these recordings may contain information of research or instructional interest to the Center for the Study of Non-Symbolic Consciousness. Accordingly, I understand that any and all of said reproductions are the exclusive property of Center for the Study of Non-Symbolic Consciousness, and Center for the Study of Non-Symbolic Consciousness 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 Center for the Study of Non-Symbolic Consciousness to use any of said reproductions. I do hereby hold harmless and forever release the Center for the Study of Non-Symbolic

Consciousness and 45 DAY EXPERIMENT ORGANIZATION and their licensees, 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 45 DAY EXPERIMENT 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 45 DAY EXPERIMENT ORGANIZATION during 45 DAY EXPERIMENT 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 45 DAY EXPERIMENT 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 45 DAY EXPERIMENT staff. Given that these Works may include information about other participants in the course, I understand that I may not share them with anyone unless I am specifically requested to by the 45 DAY EXPERIMENT ORGANIZATION. I also understand that these recordings may contain information of research or instructional interest to the Center for the Study of Non-Symbolic Consciousness. Accordingly, I acknowledge that any and all of said Works are the exclusive property of the Center for the Study of Non-Symbolic Consciousness. I further acknowledge that the Center for the Study of Non-Symbolic Consciousness 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 the Center for the Study of Non-Symbolic Consciousness use any of said Works. I do hereby hold harmless and forever release the Center for the Study of Non-Symbolic Consciousness and 45 DAY EXPERIMENT ORGANIZATION and their licensees, agents and assigns from any claims arising from the use of said Works.

**7. RESEARCH DATA.** During the 45 DAY EXPERIMENT I will be asked to provide personal; psychological, including but not limited to written and narrative data and responses on psychological measures; and biophysical data, including but not limited to brain wave, heart rate, and galvanic skin response measurement and data (collectively 'Data') by the 45 DAY EXPERIMENT ORGANIZATION for ongoing research projects at the Center for the Study of Non-Symbolic Consciousness and the Transformative Technology Laboratory and their partner and affiliate researchers and organizations. I agree to abide by all data collection procedures specified in the 45 DAY EXPERIMENT. I acknowledge that any and all of said Data are the exclusive property of the Center for the Study of Non-Symbolic Consciousness and Laboratory for Consciousness Science at CIHS. I further acknowledge that the Center for the Study of Non-Symbolic Consciousness is the exclusive copyright owners of this Data. I shall have no claim, right or interest to any of this Data and my signature hereto grants permission to the Center for the Study of Non-Symbolic Consciousness to use said Data. I do hereby hold harmless and forever release the Center for the Study of Non-Symbolic Consciousness, Transformative Technology Lab, and 45 DAY EXPERIMENT ORGANIZATION and their licensees, agents and assigns from any claims arising from the use of said Data.

**8. CONFIDENTIALITY AMONG PARTICIPANTS.** I understand and agree that the 45 DAY EXPERIMENT, 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 experiences of all 45 DAY EXPERIMENT participants that I'm aware of. 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 45 DAY EXPERIMENT except by the 45 DAY EXPERIMENT ORGANIZATION or as authorized by 45 DAY EXPERIMENT ORGANIZATION MANAGEMENT in writing.

9. **RESPECTFUL BEHAVIOR.** I agree to treat all other course participants and members of the 45 DAY EXPERIMENT ORGANIZATION with respect at all times throughout the course.

10. **RESPONSIBLE FOR MY OWN WELLBEING.** I acknowledge that I am responsible for my own wellbeing during the 45 DAY EXPERIMENT, including getting psychological or medical assistance, sufficient food and sleep, and taking any prescribed medicines on time.

11. **SHARED CONTACT DETAILS.** I agree that 45 DAY EXPERIMENT ORGANIZATION can share my personal contact details with the other participants, including my phone, city, state, country, and email address. I agree to hold the contact details that I receive for other participants confidential.

#### **SECTION IV: AGREEMENT RELEASING 45 DAY EXPERIMENT 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 agreeing to these terms, 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 45 DAY EXPERIMENT ORGANIZATION allowing me to attend and participate in the 45 DAY EXPERIMENT 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 45 DAY EXPERIMENT which I do not presently know to exist or suspect to exist with respect to my participation in the 45 DAY EXPERIMENT 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 45 DAY EXPERIMENT.

2. **ASSUMPTION OF RISK.** I am fully aware that participating in the 45 DAY EXPERIMENT 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 45 DAY EXPERIMENT 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 45 DAY EXPERIMENT 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 45 DAY EXPERIMENT 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 45 DAY EXPERIMENT 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 45 DAY EXPERIMENT ORGANIZATION. I acknowledge that 45 DAY EXPERIMENT 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 45 DAY EXPERIMENT ORGANIZATION for damages or otherwise which I or my heirs, executors, administrators, or assigns hereafter may have arising from the 45 DAY EXPERIMENT 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 45 DAY EXPERIMENT 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 45 DAY EXPERIMENT ORGANIZATION or other indemnified parties for the defense of any such actions which may arise directly or indirectly from my participation in the 45 DAY EXPERIMENT. I release and agree to indemnify and hold harmless, 45 DAY EXPERIMENT 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 45 DAY EXPERIMENT.

6. **WAIVER OF PUNITIVE DAMAGES.** I understand that I am waiving and forever abandoning any claim for punitive or exemplary damages against the 45 DAY EXPERIMENT ORGANIZATION. I voluntarily choose to give up this right.

#### **SECTION V: REFUNDS AND PARTICIPATION**

1. **COMMITMENT.** I fully commit to complete the entire 45 DAY EXPERIMENT, 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. 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 inform the 45 DAY EXPERIMENT ORGANIZATION by calling (843) 697-7009 and leaving a message if no one answers, and also by sending an email to the support email address: support@fundamentalwellbeing.foundation. 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 after the end of the second session of the course. If I drop out of the course on or after the end of the second session, I understand that I am not entitled to a refund. I understand that I may be expelled from the course due to lack of participation, and that I will not be entitled to a refund. I understand that my course participation may be cancelled or terminated at any time for breaching this agreement, and that if said breach happens after the date of the first session, I will not be entitled to a refund.

**4. VOLUNTEER CLASS REGISTRATION OPTION.** I understand that to be eligible to register for the class under the Volunteer Class Registration Option I must complete all of the required volunteer tasks that are assigned during the class. The required volunteer tasks are the following:

- a.) Submitting a short review of The Finders book, as directed. This can be done anytime during the class.
- b.) After registering: Posting on my social media accounts (Facebook, Instagram, Twitter, etc.) and the 45 Days to Awakening Facebook page that I have joined the 45 Days to Awakening Challenge after registration to let others know about it.
- c.) End of Week 1 (after Sessions 1 and 2): Posting a brief update of my experience with the first week of the class on my social media accounts (Facebook, Instagram, Twitter, etc.) and to the 45 Days to Awakening Facebook page.
- d.) End of Week 2 or Week 3 (as directed): Posting a brief update of my experience with the class on my social media accounts (Facebook, Instagram, Twitter, etc.) that also mentions when the next class begins and provides a link to its registration page. Posting a brief update of my experience with the class on the 45 Days to Awakening Facebook page.
- e.) End of Week 2 or Week 3 (as directed): An additional outreach effort of some kind that tells others about my experience in the class, when the next class begins and provides a link to its registration page. This might be on a social media platform, for example in a Facebook group that I participate in that is related to PNSE. Or, it might be in an online forum that I am active on. Or, it might even something as simple as a comment on a popular YouTube video related to PNSE. Or, an offline group of some kind, such as a meditation group. I understand that these are just examples, that more information will be provided about this during the course, and that my sharing must be contextual and genuinely help people, as well as assist them with finding the next 45 Days to Awakening Challenge.
- f.) End of Post-Week: Posting a brief update of my experience with the class and my results from it on my social media accounts (Facebook, Instagram, Twitter, etc.) that also mentions when the next class begins and provides a link to its registration page. Posting a brief update of my experience with the class on the 45 Days to Awakening Facebook page.
- g.) Completing all pre and post measures and weekly surveys.

I understand that if I do not use social media, prior to ordering I may contact [support@fundamentalwellbeing.foundation](mailto:support@fundamentalwellbeing.foundation) to discuss alternatives to items b, c, d, and e above and that if an alternative is approved in writing by the 45 DAY EXPERIMENT ORGANIZATION I may then register with the Volunteer Class Registration Option. In that case, the alternatives agreed to by the 45 DAY EXPERIMENT ORGANIZATION will take the place of items b, c, d, and e above and items a and f as stated above will also be required.

I understand and agree that if I register and pay for the class under the Volunteer Class Registration Option I will be charged an initial amount of \$150US and a second pending payment will be added to my account to pay an additional \$360US at or near the end of the course. I further understand and agree that this pending second \$360US charge will be deleted from my account once I have completed all of



my required volunteer tasks. I further understand and agree that if I do not complete all of my required volunteer tasks, I will be charged \$360US after the program ends.

**5. REFERRAL REGISTRATION OPTION.** I understand that to be eligible to register for the class under the Referral Registration Option at least one other person who orders the class must list me on his or her order form as the person who recommended him or her to take the class, prior to the start of Session 1. Alternatively that person or myself can email support@fundamentalwellbeing.foundation prior to the start of Session 1 and notify the 45 DAY EXPERIMENT ORGANIZATION who I referred, so that 45 DAY EXPERIMENT ORGANIZATION can verify the person is enrolled (a VERIFIED REFERRAL). I understand and agree that each course VERIFIED REFERRAL can only be referred by one person. I understand and agree that if I register and pay for the class under the Referral Registration Option I will be charged an initial amount of \$150US and a second pending payment will be added to my account to pay an additional \$360US at or near the end of the course. I further understand and agree that this pending second \$360 charge will be deleted from my account once my referral is verified as a VERIFIED REFERRAL. I further understand and agree that if I do not obtain a VERIFIED REFERRAL prior to Session 1 I will be charged \$360 at or near the end of the class.

## **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 45 DAY EXPERIMENT 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 45 DAY EXPERIMENT 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 45 DAY EXPERIMENT OR 45 DAY EXPERIMENT ORGANIZATION shall be addressed to the parties at the addresses appearing below:

Fundamental Wellbeing Foundation  
1325 S Hwy 89, Suite 212  
Jackson, WY 83001

I or the 45 DAY EXPERIMENT ORGANIZATION may change address by written notice in accordance with this paragraph. I agree to keep 45 DAY EXPERIMENT 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 45 DAY EXPERIMENT 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 45 DAY EXPERIMENT 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 45 DAY EXPERIMENT 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 45 DAY EXPERIMENT, my interaction with the 45 DAY EXPERIMENT ORGANIZATION, or my interaction with the 45 DAY EXPERIMENT 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 45 DAY EXPERIMENT and 45 DAY EXPERIMENT 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. A written signature includes checking a box on a webpage acknowledging that I have read and agree to this document.

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 45 DAY EXPERIMENT, 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.