

PARTICIPANT WAIVER AND RELEASE

I, the undersigned, hereby acknowledge and irrevocably consent and agree to the following terms and conditions of my voluntary participation in any educational events, workshops, seminars, webinars, training courses, coaching sessions, empowerment groups, and all related activities (hereinafter the "Events") hosted by Lighthouse Professional Ascent, Lighthouse Counseling ENT, FirstClassCounselor.com, and/or David Frobish, MA, LPC (hereinafter the "Hosts"):

1. The Hosts may film, photograph, tape and/ or otherwise record a video or audio record of me during their Events, including my participation in presentations, discussions, demonstrations, activities, question-and-answer sessions, and other portions of the Events;
2. The Hosts may use, reproduce, edit, publish, display, distribute, and/or otherwise incorporate my name, image, likeness, voice, statements, presentations, comments, questions, demonstrations, and/or recordings of me, regardless of the medium in which they appear, including audio recordings, video recordings, photographs, and electronic images taken or created by the Hosts and/or any third party contracted by the Hosts, and any other information related to my participation in the Events (hereinafter the "Materials");
3. The Hosts may use, worldwide and in perpetuity, the Materials, in whole or in part, in any print, broadcast or electronic media now known or hereafter developed, including the Internet, social media, newsletters, blogs, streaming and subscription services, print media, print marketing, and direct marketing (hereinafter the "Uses and Dissemination"), for educational, instructional, training, professional development, informational, and promotional purposes, including incorporation into current or future live or recorded trainings, courses, workshops, presentations, webinars, educational materials, websites, social media, advertisements, and other promotional or marketing materials, and without compensation to me;
4. The Hosts may license and/or sell any of the Materials to any third party, without prior notice to me and without compensation to me;
5. I will not have ownership rights in any of the Materials, and I waive the right to inspect or approve the Materials prior to use by the Hosts;
6. I waive any right of privacy that I may have under the authority of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), any amendment or successor to that Act, or any similar state or federal act, rule, or regulation. In addition, I release the Hosts from any liability

that may accrue from the use or disclosure of any of my individually identifiable health information that I may voluntarily share as part of my participation in the Events;

7. I release the Hosts from any liability, damages, or claims resulting from the Uses and Dissemination of the Materials, including, but not limited to, claims for libel or invasion of privacy;

8. I shall indemnify, defend, protect, hold harmless, and release the Hosts, its officers, agents, and employees, from and against any and all claims, loss, proceedings, damages, causes of action, liability, costs, or expense (including attorneys' fees and witness costs) arising from or in connection with the Uses and Dissemination of the Materials;

9. The terms of this waiver and release shall be binding on my estate, heirs, executors, administrators, successors, and assigns, as well as any other party asserting a claim on my behalf or on behalf of my estate.

I have read this waiver and release before signing below, and I fully understand the contents, meaning and impact of this waiver and release and understand that I am giving up certain rights by signing it. I am signing this waiver and release freely and without any inducement or assurance of any nature.

DATE

SIGNATURE

PRINTED NAME