

RELEASE AGREEMENT

I, _____, hereby enter into this Release Agreement (the "Agreement") with **PEACEFLIGHT, INC.**, a California corporation doing business as "A Peaceful Light" (the "Corporation"), confirm the terms and conditions on which I shall participate in spiritual counseling with Daniel Hochman (the "Counselor"), an employee of the Corporation.

1. I acknowledge that (a) I am solely responsible for ascertaining whether I may need professional counseling, therapy, medical treatment and other services for which I would need to consult a licensed medical doctor, psychologist, or other similar licensed professional, (b) my participation in spiritual counseling is not intended to be a substitute for psychotherapy, therapeutic counseling, medical treatment or any other form of professional counseling, therapy or medical care, and (c) I am voluntarily participating in spiritual counseling and I accept complete responsibility for my own psychological, mental, emotional, social, medical and spiritual well-being.

2. I acknowledge that:

(a) Counselor (i) shall perform all spiritual counseling as a legally ordained minister of the Universal Life Church, (ii) is not licensed as a medical doctor, psychologist, marriage and family therapist, or other licensed professional, and (iii) is not undertaking, and shall not provide me with, and nothing said to me by Counselor is to be treated by me as, any diagnosis or advice of a type for which a license may be required under applicable law.

(b) Nothing that Counselor may say to you should be interpreted as instructions for you to engage in any particular course of conduct or to adopt any particular line of thinking or values. Nor is anything that Counselor says to be regarded as medical advice or prescription. Rather, Counselor's comments to you will be intended and should be construed only to help you to discover for yourself what is true and then to make, and act upon, your own decisions regarding your life.

3. I further hereby (a) acknowledge that in the course of providing spiritual counseling to me, Counselor may (i) talk with me, (ii) use Matrix Energetics®, Six Sensory™ work, Shamanism, Energy Work, Psychic Arts, Ritual Magic, and other associated and similar modalities, and (iii) physically touch me in a non-sexual manner (*e.g.*, "laying on of hands"), and (b) hereby consent to Counselor's using any or all of such modalities and physically touching me in a non-sexual manner (*e.g.*, "laying on of hands").

4. In accordance with California's Alternative Health Care Law: SB577:

- (a) Counselor is not a licensed physician
- (b) Any treatment provided by Counselor is alternative or complementary to healing arts services licensed by the State.
- (c) Services provided by Counselor are not licensed by the State.
- (d) Services to be provided by Counselor are described above in Section 2.
- (e) Services provided by Counselor are based in mythical, mystic, indigenous, and other ancient and new healing philosophies, combined with lay interpretations of

quantum and scalar physics. Services provided by Counselor are also a product of Counselor's own history and exposure to various healing arts.

- (f) Counselor is a Certified Master Six-Sensory™ Practitioner and a Certified Matrix Energetics® Practitioner. Counselor has attended many seminars, has read many books, and has been mentored by many practitioners, including Shamans and Visionaries.

5. On behalf of myself and my heirs, successors, and assigns, I hereby:

(a) Waive and release the Corporation, Counselor, and their respective officers, directors, shareholders, employees, and the respective agents, heirs, successors and assigns of each of the foregoing (collectively, the "Released Parties") from any and all claims, costs, damages and expenses arising out of or in any way connected with my participation or involvement in spiritual counseling with Counselor, including but not limited to claims (i) arising from my use of any information provided or statements made to me, and any techniques or modalities used during the delivery of spiritual counseling services to me, and (ii) for any injuries suffered by me during or by reason of my participation in pastoral counseling. I understand that the foregoing release is intended to be a general release, and therefore I hereby further waive all rights, if any, that I may have under Section 1542 of the California Civil Code, which reads in pertinent part 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." I ACKNOWLEDGE THAT THE FOREGOING RELEASE WILL PRECLUDE ME FROM ASSERTING CLAIMS AGAINST ANY OF THE RELEASED PARTIES, EVEN IF I SUFFER DAMAGES BY REASON OF THE NEGLIGENCE OF COUNSELOR OR ANY OF THE STAFF OF THE CORPORATION.

(b) Agree to indemnify, defend, and hold the Released Parties free and harmless from and against all claims, costs (including reasonable attorneys' fees), damages and expenses arising from or relating in any way to any act or omission by me in the course of or as a result of spiritual counseling I receive from Counselor.

6. Except for any claim seeking the exercise of the injunctive or other equitable powers of a court of competent jurisdiction, all disputes or controversies which arise under or in connection with this Agreement shall be submitted to and be determined and settled by arbitration in accordance with the provisions of the California Arbitration Act (Cal. Code Civ. Proc. §§ 1280, *et seq.*) or of any successor statute enacted in the State of California. Any arbitration proceeding pursuant to this Agreement shall be conducted by a single neutral arbitrator appointed in the manner specified by California Code of Civil Procedure Section 1281.6 and, unless otherwise mutually agreed by the parties to said proceeding, shall be held in the City of Santa Barbara, State of California. The arbitrator shall not have the power either to alter, amend, modify or change any of the terms of this Agreement, to grant any remedy which is either prohibited by the terms of this Agreement or not available in a court of law or equity, or to grant or award punitive or exemplary damages against any party. Any award rendered by such arbitrator shall be final, conclusive, and binding on each and all of the parties hereto and their respective heirs, personal representatives, successors and assigns, and judgment thereon shall be entered and subject to confirmation in any court having jurisdiction thereof in accordance with the applicable provisions of said California Arbitration Act. The expenses and fees of the arbitrator and the other expenses of the arbitration as defined in California Code of Civil Procedure Section 1284.2 shall be borne by the parties involved in pro rata shares unless the arbitrator deems such division of expenses and fees to be inequitable, and in that

event the arbitrator may allocate responsibility for payment of said expenses and fees among the parties involved as the arbitrator deems most just and equitable under the circumstances.

7. This Agreement shall be governed by and construed in accordance with the internal laws of the State of California (without regard to application of the conflict-of-law principles thereunder). If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions hereof, nor the legality, validity, or enforceability of such provision under the law of any other jurisdiction, will in any way be affected or impaired thereby, and the remainder of the provisions of this Agreement will remain in full force and effect. This Agreement (a) represents the entire understanding between the parties regarding the subject matter hereof, and supersedes and replaces all prior and contemporaneous understandings, whether oral or written, regarding such subject matter, and (b) may not be modified or amended, except by a written agreement executed after the effective date hereof by the party sought to be charged by such modification or amendment. If any action is commenced to construe or enforce this Agreement or the rights and duties of the parties hereunder, then the party prevailing in that action shall be entitled to recover its costs and attorneys' fees in that action, as well as all costs and attorneys' fees of enforcing any judgment entered therein. A copy of this Agreement that is executed by a party and transmitted by that party to the other party by facsimile or as an attachment (*e.g.*, in ".tif" or ".pdf" format) to an email shall be binding upon the signatory to the same extent as a copy hereof containing that party's original signature.

8. I represent and warrant that I am at least eighteen (18) years of age, and that I have carefully read all three pages of this Agreement and fully understand its contents, terms and significance, as well as the legal consequences to me of signing this Agreement, including the release of liability set forth in Paragraph 4, above.

Date

Participant's Signature

Participant's Printed Name

Your Initials