



---

**MNRI® MINI CLINIC-GUELPH**

*LIABILITY/INDEMNITY RELEASE & CODE OF CONDUCT AGREEMENT*

***Waiver and Release Agreement***

I, the undersigned parent/guardian, request voluntary participation for (minor child/dependant adult) \_\_\_\_\_ to participate in the MNRI® Mini Clinic-Guelph beginning April 14, 2010 and ending April 16, 2010, and to be held at the Staybridge Suites, 11 Corporate Court, Guelph Ontario, N1G 5G5, Tel. 519 767 3300.

This Release/Waiver of Liability, Indemnity and Code of Conduct Agreement (hereinafter named Release) is executed on this date of \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_ on behalf of myself (parent/guardian) and/or my registrant (minor child/dependant adult) \_\_\_\_\_ for the reliance and benefit of the MNRI® Mini Clinic (MNRIMC) and its current Mini Clinic, known as "Clinic" and the director, coordinator, officers, employees and agents of MNRI®, including, but not limited to, the directors of the Conference. The foregoing, jointly and severally, shall be referred to herein as 'MNRI® et al'.

I and/or my registrant voluntarily desire to participate in the Mini Clinic-Guelph and engage in activities related to being enrolled in the Mini Clinic. Accordingly, I hereby freely and voluntarily, with full understanding of the meaning of the Release and without duress, execute this Release for the reliance and benefit of MNRI® et al.

I release, waive and forever discharge and hold harmless MNRI® et al, and The Centre for Neurological Development and Integration, Inc. and their successors and assigns from any and all liability, claims, demands and/or causes of action of whatever kind or nature, either in law or in equity, for death, injury, property damage, or loss ("Claims") which may arise from or be related to my and/or my registrant's participation in connection with the Mini Clinic.

I understand and acknowledge that this Release irrevocably and fully discharges MNRI® et al and The Centre for Neurological Development and Integration, Inc. from any and all Claims that I and/or my registrant have or hold against MNRI® et al. and The Centre for Neurological Development and Integration, Inc.

I understand and acknowledge that MNRI® et al and The Centre for Neurological Development and Integration, Inc. do not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to medical, health or disability insurance in the event of injury, illness, death or property damage.

*Initial/Acknowledgement of understanding:* \_\_\_\_\_

## 1. Medical Treatment

I release and forever discharge MNRI® et al and The Centre for Neurological Development and Integration, Inc. from any and all Claims which arise from or relate to any first-aid treatment or other medical services rendered to me and/or for my registrant's benefit in

### 1. Medical Treatment *(continued)*

connection with an emergency during my and/or my registrant's participation in connection with the Mini Clinic-Guelph.

I certify that I and/or my registrant have no physical conditions that would prevent participation in the MNRI® Program. Furthermore, I agree to use my personal medical insurance (for non-Canadian participants) as primary medical coverage during the activities or to accept financial responsibility if an accident or injury occurs to myself and/or my registrant. I consent to emergency medical treatment for me and/or my registrant in the event such care is required.

*Initial/Acknowledgement of understanding:* \_\_\_\_\_

## 2. Assumption of Risk

I understand and acknowledge that participation in or in connection with the Mini Clinic-Guelph may include activities that may be hazardous to me and/or my registrant including, but not limited to, the following description of activities: Masgutova MNRI® Method, with all its therapies including but not limited to neurostructural, neurotactile, audio-visual, facial, oro-facial, repatterning, and any free time, break or snack activities around the mini clinic site property.

I consent to my participation and/or that of my registrant in the MNRI® Conference and acknowledge that I fully understand that participation may expose me and/or my registrant to inherently dangerous activities and may involve risk of serious injury, including losses which may result not only from my and/or my registrant's own actions, inactions or negligence, but also from the actions, inactions, or negligence of others, the condition of the facilities, equipment, or areas where the event or activity is being conducted. I expressly assume all risks, both known and unknown, related to any injury, harm, property damage, death or loss arising from or related to participation in or in connection with these activities, as well as all other activities of the Mini Clinic. As set forth above, I release MNRI® et al and The Centre for Neurological Development and Integration, Inc.

from all Claims arising from or related to my and/or my registrant's participation in or connection with the Mini Clinic-Guelph.

*Initial/Acknowledgement of understanding:* \_\_\_\_\_

## 3. Media Release

I agree that photographs, pictures, slides, movies, video, or other media coverage of me and/or my registrant may be taken in connection with our participation in the Conference without compensation from MNRI® et al and I consent to the use of photographs, pictures, slides, movies, videos, or other media coverage. I grant and convey unto MNRI® et al all right, title and interest including all copyrights, in any and all photographic images and all writings or video or audio recordings made or created, in whole or in part, by me as part of my and/or my registrant's participation in or in connection with the Conference.

*Initial/Acknowledgement of understanding:* \_\_\_\_\_

#### **4. Intellectual Property Rights**

I understand the MNRI® Mini Clinic that I and/or my registrant are participating in is the intellectual property of Dr. Svetlana Masgutova and the Svetlana Masgutova Education Institute® for MNRI®, LLC. Dr. Masgutova and the LLC hold all copyright and trademarks on the materials, manuals and other information used in this Conference/course. As a participant in this MNRI® program I will receive specific information and be shown specific activities based on the MNRI® topic I and/or my registrant are enrolled/engaged in. I understand that the activities and information in this Conference are for my personal use and I and/or my registrant will not give, sell or make available trademarked or copyrighted information to others.

I fully understand and agree that the copyrighted materials, information, workbooks, etc. used in this Mini Clinic are the property of Dr. Svetlana Masgutova and the Svetlana Masgutova Educational Institute® LLC. This means that I and/or my registrant cannot duplicate the materials, manuals, etc. or give them to any one else without express consent from Dr. Masgutova or the LLC. These printed and audio/visual materials are for my personal/family sole use although the information may be used in my professional occupation and professional enrichment as appropriate.

I fully understand that there is a structured process for becoming an instructor of this material. In order to insure standardized quality of this intellectual property, I and/or my registrant may not teach or develop any other activity outside a contract/agreement with the Svetlana Masgutova Educational Institute® for MNRI®, LLC using the information from this Conference/course or any other MNRI® process.

I agree that no video may be taken by me. MNRI® et al are the only approved source of photographs, pictures, slides, movies, video, media coverage or research data taken in connection to this intellectual property.

I understand that these intellectual property rights relate to all current and future MNRI® Program activities and materials.

*Initial/Acknowledgement of understanding:* \_\_\_\_\_

#### **5. Personal/Parent Responsibility and Indemnity**

Knowing and understanding the risks involved with participation in the Activity, I hereby voluntarily and willingly assume responsibility for all risks and dangers associated with my participation and/or the participation of my registrant in the activity. I agree I am financially responsible for any losses resulting from my and/or my registrant's actions and will indemnify MNRI® and all of its officers, directors, members, managers, partners, attorneys, accountants, employees, and volunteers, for any loss or damage caused by me and/or my registrant during the Activity. I agree to indemnify and hold harmless MNRI® et al from and against any Claims and legal fees related thereto which are caused by, arise from or relate to my and/or my registrant's actions or omissions, including, but not limited to, negligence, misdeeds, or violation of law.

*Initial/Acknowledgement of understanding:* \_\_\_\_\_

## 6. Hold Harmless

I have read this release and hold harmless agreement and understand the terms used in it and their legal significance. I hereby certify that I am over the age of 18 and this waiver and release is freely and voluntarily given with the understanding that right to legal recourse against MNRI® et al and The Centre for Neurological Development and Integration, Inc. is given up in return for allowing my participation and/or my registrant's participation in the Activity. My signature on this document is intended to bind not only myself and my and/or my registrant but also my an/or my registrant's successors, heirs, representatives, administrators, and assigns.

*Initial/Acknowledgement of understanding:* \_\_\_\_\_

## 7. Code of Conduct

I agree to abide by the Code of Conduct as follows:

I understand that the possession or consumption of alcoholic beverages or illegal drugs or misuse of prescribed drugs is prohibited during daily sessions. I understand that the purchase, possession, or consumption of alcoholic beverages after activity hours must comply with state and federal law and must not affect my interactions with others. I understand that my and/or my registrant's time away from the activity is our personal choice. I will maintain an atmosphere that is free from all forms of Harassment and Abuse at all MNRI® Programs. This includes sexual, emotional, verbal, physical, racial and religious abuse. I have the responsibility not to engage in behavior that constitutes discrimination or harassment in any way, including race, color, national origin, sex, religion, age, disability, or citizenship of an individual. MNRI® et al will not be responsible for loss, breakage, or theft of my personal items. Theft on my and/or my registrant's part will be grounds for expulsion from the activities. I understand that family members are prohibited from having firearms and weapons in their possession or on the activity property, in accordance with Canadian, local, and Provincial laws.

I will respect diversity - whether the differences are in physical characteristics or in perspectives. I have the responsibility to report instances of discrimination or harassment (directed at me or at others) to the appropriate person. I understand that the expectation is that my behavior be dependable, cooperative, supportive, a good team member, positive and that I interact in a pleasant manner with others and express myself in appropriate language. I understand that I can ask for assistance with any aspect of the process that is difficult for me and/or my registrant. I will comply with this Code of Conduct and agree that any violation may result in expulsion from the activity at my own expense. I understand that all such decisions will be final.

*Initial/Acknowledgement of understanding:* \_\_\_\_\_

## 8. Other Provisions

I understand and acknowledge that it is my intent that this Release shall be interpreted as broadly for the protection of MNRI® et al as permitted by law. I agree that in the event that any clause or provision of this Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this

Release, which shall continue to be enforceable. I irrevocably waive my an/or my registrant's right to trial by jury and consent to trial by judge. Without limiting my and/or my registrant's intent that this Release fully discharge MNRI® et al, in the event that any judge shall determine that any part of this Release is not effective to accomplish this purpose, I limit my right of recovery to actual damages only, waiving any right to indirect or consequential damages, the recovery of loss of income, and punitive or exemplary damages.

To the extent that my registrant (minor child/children or other dependant) is participating with me in the Program, I similarly release MNRI® et al from any of the claims set forth above which my registrant may have against MNRI® et al from or related to their participation in the Program and indemnify MNRI® et al against Claims arising from their actions or omissions.

*Initial/Acknowledgement of understanding:* \_\_\_\_\_

**Legal Release/Acknowledgement of Understanding**

I acknowledge that I understand that this Release is a legally binding instrument which I am providing for the reliance of MNRI® et al which have a right to rely on this Release. I further acknowledge that I have been advised that I have the right to have this Release reviewed by an attorney before I sign it. By signing this Release, I acknowledge that I fully understand the meaning of this Release and all implications.

*Printed Name of Parent/Guardian:* \_\_\_\_\_

*Printed Name of Registrant (minor child/dependant adult):* \_\_\_\_\_

*Signature of Parent/Guardian (for and on behalf of minor or legally dependent child/adult):*

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

*Complete Address:* \_\_\_\_\_

*Home Phone:* \_\_\_\_\_ *Cell:* \_\_\_\_\_ *email:* \_\_\_\_\_

*Emergency Contact:* \_\_\_\_\_

*Home Phone:* \_\_\_\_\_ *Cell:* \_\_\_\_\_

***Required Return Date for MNRI® Family Conference Liability/Indemnity Release & Code of Conduct Agreement***

Please return *form* no later than two weeks prior to the beginning of the MNRI® Mini Clinic-Guelph. *Please note, registrant will not be able to participate in conference without submission of completed form.*