

OPPORTUNITY MATTERS TO EVERYONE LIABILITY WAIVER

Participant Name: _____

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I/we, the legal guardian(s) (collectively, the "Participant") of the participant named above, and Opportunity Matters to Everyone ("OM2E") hereby agree as follows:

ARTICLE I RELEASE OF LIABILITY

Assumed Risks/Release. Participant, and each of them, on their own behalf, further agree to release and to hold harmless OM2E and its affiliates, directors, officers, representatives, members, agents and employees (hereinafter collectively "Releasees") from any and all liability, whether caused by the negligence of the Releasees or otherwise for any claim, judgment, loss, liability, cost and expenses (including, without limitations, attorney's fees and costs) arising out of or connected with OM2E, including any claim arising out of or connected with any illness or injury (minimal, serious, catastrophic and/or death) that Participant may incur or sustain during any activities of OM2E, all activities associated with the OM2E and while traveling to and from the sites for the OM2E. Participant further expressly agree to indemnify and hold harmless Releasees and Releasees' heirs, successors, assigns, executors and administrators against loss from any further claims, demands or actions that may subsequently be brought by Participant or by any other persons on the account of damages of any character resulting to Participant in any way from the foregoing activities. Participant further agree to reimburse and to pay to Releasees any loss or costs Releasees may suffer or have to pay as a result of any such action, claim, liability or demand.

ARTICLE II REFUND/CANCELLATION POLICY

Refunds and or Cancellation. Refunds will ONLY be issued if OM2E receives proper notification in writing 10 days prior to the program start date that the Participant will not be participating for the program which Participant seeks the refund for.

We understand that issues may arise during the program that may require Participant to cancel attendance from the program for any given period during the program event dates. It is further understood that OM2E has accounted for prior to the start of the program in which the Participant has registered for, a great amount of resources and staffing for the program which can cause an unspecified amount of damages should a refund or prorated refund amount be requested for any given cancellation, therefore, there will be no refund or partial refund for any cancellations of the program after two week prior to commencement of the program.

Great care is taken to protect our staff and participants during the program activities. If OM2E staff deems necessary that, Participant, or any other participants is at risk because of Participant then OM2E reserves the right to remove Participant from the program and refuse attendance. Participant waives the right to any refund if refused by OM2E to participate in the program. Participant that is refused by OM2E to participate maybe removed from the program.

ARTICLE III CONSENT FOR VIDEO/PHOTOGRAPHY/DATA RELEASE

Participant understand that OM2E from time to time produces promotional material relating to its programs. Participant understands that as a participant at OM2E, Participant may be included in videotapes, photographs, DVDs, podcasts, and videocasts taken before, during or after OM2E's activities. Therefore, without reservation or limitations, Participant, on their own behalf, hereby assign, transfer and grant to OM2E, its successors, assignees, licensees, sponsors, any television networks, and all other commercial exhibitors the exclusive right to photograph and/or videotape Participant and to utilize such videotapes and photographs and Participant's name, face, likeness, voice and appearance as a part of OM2E, in advertising and promoting OM2E or in advertising and promoting similar future events. I further understand that OM2E is not under any obligation to exercise any of the foregoing rights, licenses and privileges. Participant, in their own behalf, waive any right to inspect or approve any materials related thereto. Further, Participant hereby grant to OM2E the unrestricted right and permission to copyright and use, re-use, publish, and republish information and all recordings and photographic images of Participant, without restriction, in connection with any website, promotional materials/broadcasts or other media coverage of OM2E.

Participant hereby release, discharge and agree to hold harmless OM2E, in connection with any publication or broadcast thereof.

Participant further acknowledge and agree all photographs, video recordings and other electronic images and the tapes and/or software from which they are made shall be the sole and exclusive property of OM2E.

ARTICLE IV EMERGENCY MEDICAL ASSISTANCE

Grant of Authority. Participant grant their authorization and consent for OM2E and for all employees and its volunteers of the OM2E, to administer general first aid treatment for any minor injuries or illnesses experienced by the Participant. If the injury or illness is life threatening or in need of emergency treatment, I authorize OM2E to summon any and all professional emergency personnel to attend, transport, and treat the Participant and to issue consent for any X-ray, anesthetic, blood transfusion, medication, or other medical diagnosis, treatment, or hospital care deemed advisable by, and to be rendered under the general supervision of, any licensed physician, surgeon, dentist, hospital, or other medical professional or institution duly licensed to practice in the state in which such treatment is to occur.

Judgment. It is understand that this authorization is given in advance of any such medical treatment, but is given to provide authority and power on the part of the OM2E in the exercise of his or her best judgment upon the advice of any such medical or emergency personnel.

The OM2E will make all reasonable efforts to contact the Participant or another responsible party prior to any treatment of the Participant. However, no treatment will be withheld if the Participant or another responsible party cannot be reached immediately.

Medical Expenses. The Participant agree and guarantee that they will assume responsibility for the payment of, and actually pay, any and all medical expenses incurred in connection with any medical treatment of the Participant.

ARTICLE V TRANSPORTATION AUTHORIZATION

Grant of Authority. The Participant acknowledge and agree, and hereby grant permission, that:

The OM2E or its agents may transport the Participant to a hospital or other medical facility for the purpose of obtaining emergency medical treatment.

ARTICLE VI GENERAL PROVISIONS

Applicable Law. This Agreement is to be governed by and construed under the laws of the State of California.

Captions and Paragraph Headings. Captions and paragraph headings used herein are for convenience only, shall not be deemed a part of this Agreement and shall not be used in construing it.

Invalid Provisions. Should any provisions of this Agreement for any reason be declared invalid, void or unenforceable by a court of competent jurisdiction, the validity and binding effect of any remaining portion shall not be affected, and the remaining portions of this Agreement shall remain in full force and effect as if this Agreement had been executed with said provision eliminated.

Arbitration. Participant agree that any dispute, controversy or claim arising out of this Agreement or the subject matter hereof shall be resolved by binding arbitration in Orange County, California in accordance with the Commercial Arbitration Rules of the American Arbitration Association and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The parties shall have rights to discovery as provided in Section 1283.05 of the California Code of Civil Procedure, including without limitation Section 1283.1 thereof. Each party shall bear its own attorneys' fees, costs and expenses; provided, however, the parties shall bear equally the costs of the arbitrator(s). The provisions of this paragraph shall not affect or limit the rights and remedies available to the parties under the laws of the State of California relating to injunctive or other equitable relief to enforce the covenants contained herein or the agreements made pursuant hereto or in furtherance hereof.

Prior Agreements; No Warranties. This Agreement supersedes all prior agreements, whether written or oral, between the Participant and OM2E.

Amendments and Waivers. This Agreement may not be modified or amended by oral agreement, but only by an agreement in writing signed by director of OM2E and the Participant. Any waiver of any provision of this Agreement shall be effective only if in writing and signed by the parties hereto. Any waiver of a breach of any provision hereof shall not operate as or be construed as a waiver of any subsequent breach of the same provision or any other provision hereof.

Interpretation. If any claim is made by any party hereto relating to any conflict, omission or ambiguity of this Agreement, no presumption or burden of proof or persuasion shall be implied by reason of the fact that this Agreement was prepared by or at the request of any particular party hereto or such party's counsel.

Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together will constitute one and the same instrument.

Further Acknowledgements. By their electronic signatures below:

Participant acknowledge that they have read this Agreement and understand and agree to its terms;

Participant acknowledge that they have entered into this Agreement freely and voluntarily and based on their own judgment and not on any representations or promises other than those contained in this Agreement;

Participant acknowledge that no representation or warranty is made regarding OM2E or its employees, contractors or other agents, or the success of the services that will be provided under this Agreement.

Legal Guardian Name

Signature

Date:
