

**THE INSTITUTE OF CLASSICAL FIVE-ELEMENT ACUPUNCTURE INC.**

Personal Release and Responsibility Form

*Please read, sign and date*

Neil R. Gumenick, on the behalf of *The Institute of Classical Five-Element Acupuncture Inc.*, offers sincere gratitude for your gracious and generous co-operation with our efforts to produce training material of the highest standard, so that practitioners and students can continue to develop their skills.

I agree to keep confidential any participants' names or personal information that I may hear or observe during my participation in "*The Classical Five-Element Acupuncture Program*", "*Beginning the Journey™*" seminar, "*The Graduate Seminar/Perfecting the Art*", and/or "*Freeing the Blocked Patient*"(collectively the "Programs and Seminars"). I understand that the materials presented in these Programs and Seminars are the property of Neil R. Gumenick and *The Institute of Classical Five-Element Acupuncture Inc.* ("Seller"). This includes materials presented in person and/or online. I agree not to record, share, reproduce, distribute, or publish, cause or allow this presentation or recording or any document related hereto to be recorded or become a public record without the written consent of Seller, which consent may be withheld at Seller's sole discretion.

I understand and acknowledge that I have assessed my physical, emotional, mental strength, and endurance, and have concluded that I am able to and wish to participate in the Programs and Seminars and voluntarily assume all risks.

With full knowledge of the potential risks involved, I release Seller and its officers, agents, and employees, and costs, damages, attorney's fees, claims, liabilities, and demands of whatever character, nature and kind, known and unknown, suspected or unsuspected, arising out of or related directly to my participation in Programs and Seminars whether such injuries are psychological, physical, emotional, or mental. I agree not to sue any of Seller for any of the claims or liabilities that I have waived, released or discharged herein. I indemnify and hold harmless Seller from any claims made or liabilities assessed against them as a result of my actions.

I understand and agree that I may be photographed or videotaped during the course of my participation in this seminar. I give consent to Seller (and in due course to whosoever may inherit the responsibility for the photographic or videotape material thus created) for all or any part of it to be used for training, educational, and/or professional purposes and entirely at the discretion of the presiding authority over the photographs or videotapes at such time. I specifically consent to the use of my likeness in connection therewith.

In granting such consent, I irrevocably release and hold harmless Seller and any of its partners, employees, contractors, agents, and representatives from any kind and all liability relating to the use of any photo or videotape containing my likeness for training, educational and/or professional purposes.

I acknowledge that I have carefully read and that I understand the terms and conditions of the above agreement. I am aware that this is a release of liability between myself, Neil R. Gumenick, and *The Institute of Classical Five-Element Acupuncture Inc.*

**Print Name:** \_\_\_\_\_ **Date** \_\_\_\_\_

**Signature:** \_\_\_\_\_