



# RELEASE OF LIABILITY

## MUST READ

In consideration of being allowed to participate in any way in the DealMaker Live Event and any event or activity coordinated by Mark Evans DM or any of its affiliates, representatives, members, agents, or owners ("Company"), and receipt of any information, documents, systems, processes, resources, or materials, the undersigned acknowledges, understands, and agrees that:

1. The risk of injury from any activity involved in this program may be significant, including the potential for permanent paralysis and death, and while particular skills, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist, no matter how strenuous or not the activity may be;
2. The participation, implementation, attempted implementation, involvement in, or use of any idea, process, document, resource, hiring, recommendation, collaboration, venture, enterprise, or collective effort may involve significant risk of loss or liability;
3. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES (defined below) or others, and assume full responsibility for my participation in any event or activity, as well as for participation, implementation, attempted implementation, involvement, or use of any idea, process, document, resource, hiring, recommendation, collaboration, venture, enterprise, or collective effort;
4. I willingly agree to comply with any stated and customary terms and conditions for participation in any event, including events through third party companies. If, however, I observe any unusual significant hazard during my presence or participation, I will cease participation and bring such to the attention of the Company immediately;
5. I acknowledge that it is my responsibility to bring to the attention of the Releasees (defined below) any condition or conditions, medical or otherwise, which may affect my participation in any event or activity or affect Releasees potential liability for my participation, and hereby disclose all such conditions here (if none, please designate "none"):  \_\_\_\_\_
6. I, for myself and on behalf of my employees, agents, representatives, affiliates, heirs, assigns, personal representatives and next of kin ("Releasers"), HEREBY EXPRESSLY AND VOLUNTARILY RELEASE, **INDEMNIFY, AND HOLD HARMLESS THE EVENT NAME, BUSINESS NAME LLC, MARK EVANS, THE AFFILIATES OF THE AFOREMENTIONED, and their officers,** owners, officials, agents and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and, if applicable, owners and lessors of premises used for the activity or event ("Releasees"), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, LIABILITY, CLAIM, DEMAND, CAUSE OF ACTION, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law.
7. Except as set out in Section 7(b) below, "Confidential Information" means any information that the undersigned learned, learns, or obtains regarding the Company or generally relating to the operation of the Company's business that: (i) derives independent economic value, actual or potential, from not being generally known to, or not being readily ascertainable through proper means by, other persons who can obtain economic value from its disclosure or use, and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy, in each case, whether disclosed orally or disclosed or accessed in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as "confidential". Confidential Information includes but is not limited to any information, documents, systems, processes, resources, or materials disclosed or presented by Company.

- a. The undersigned shall:
  - i. protect and safeguard the confidentiality of all such Confidential Information with at least the same degree of care as the undersigned would protect his own Confidential Information, but in no event with less than a commercially reasonable degree of care;
  - ii. not use the Company's Confidential Information, or permit it to be accessed or used in any manner to the Company's detriment, including through dissemination of the information or materials to others except after express, written consent of Company;
  - iii. not disclose any such Confidential Information to any person or entity, except to the undersigned's representatives who:
    - a) need to know the Confidential Information to assist the undersigned, or act on his behalf, in relation to the undersigned's business;
    - b) are informed by the undersigned of the confidential nature of the Confidential Information; and
    - c) are subject to confidentiality duties or obligations to the undersigned that are no less restrictive than the terms and conditions of this Agreement.
  - iv. remain liable and responsible for any breach of this Agreement caused by any of his representatives, agents, or affiliates.
  
- b. Except as required by applicable federal, state, or local law or regulation, the term "Confidential Information" as used in this Agreement does not include information that:
  - i. at the time of disclosure is, or thereafter becomes, generally available to and known by the public other than as a result of, directly or indirectly, any violation of this Agreement;
  - ii. at the time of disclosure is, or thereafter becomes, available to the undersigned on a non-confidential basis from a third-party source, as established by documentary evidence, provided that such third party is not and was not prohibited from disclosing such Confidential Information to the undersigned by a legal, fiduciary, or contractual obligation to the Company;
  - iii. was known by or in the possession of undersigned or his representatives, agents, or affiliates as established by documentary evidence, before being disclosed by or on behalf of the Company; or
  - iv. was or is independently developed, as established by documentary evidence, without reference to or use of, in whole or in part, any of the Company's Confidential Information.

8. I, for myself and on behalf of Releasors, understand that the Company hereby retains its entire right, title, and interest, including all intellectual property rights, in and to all of its Confidential Information. Any disclosure of such Confidential Information under this Agreement is not, and Releasors may not construe such disclosure as, an assignment, grant, option, license, or other transfer of any such right, title, or interest whatsoever to the undersigned, the Releasors, or any of their agents, representatives, or affiliates. I, for myself and on behalf of Releasors, agree not to release, disburse, sell, distribute, disseminate, or otherwise monetize the Confidential Information, whether in original form or repackaged form, and not to otherwise compete against Company in the information and education of others with regard to the Confidential Information.

9. I, for myself and on behalf of Releasors, further agree that I will not bring claim or suit against Releasees for damages or losses sustained as the result of my participation in any event or activity with Releasees, and agree to indemnify and hold Releasees harmless from all claims, judgments, and costs, including attorney fees and legal costs incurred in connection with any action brought as a result of my participation or other breach of this Agreement, whether brought by me or brought by Company against me.

**I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.**

Print Name:

Date:

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