

ACKNOWLEDGMENT OF RISK AND HOLD HARMLESS AGREEMENT

I hereby acknowledge that I have voluntarily chosen to participate, or to allow my minor child to participate, in Brainwave Optimization[®], a technology developed by Brain State Technologies[®] LLC, an Arizona Limited Liability Company, and provided by Life Enrichment Center, a Kansas Limited Liability Company. Brainwave Optimization consists of having sensors connected to my scalp in order for a signal amplifier to read my brain waves to a computer. The computer will then translate some aspects of my brainwave frequencies into musical frequencies (sounds). The intention of listening to these sounds is for this information to give the brain precision updates about its own real-time activity. In receiving these updates, the brain is supported to relax, and thereby optimize its own activity.

I understand that the brain is a complex organ, beyond full human comprehension by scientific or any other means at this time, and that everything I experience through participation in Brainwave Optimization is a consequence of my own brain's tendency to optimize itself, in conjunction with my own choices, including but not limited to use of medications or substances (licit or illicit), changing or discontinuing medications or substances, engaging in activities that have their own independent effects on the brain, and/or other events that may be expected in the course of everyday life.

I acknowledge that, as a brain becomes relaxed and optimizes its own activity in association with Brainwave Optimization, there may be shifts in my experience and body state, including but not limited to changes in sleep and dreams, emotional experience or mood, sensitivity to stimuli of any kind (including but not limited to medications and substances, licit and illicit), and/or other changes.

I further acknowledge my understanding that there are risks involved in Brainwave Optimization. The known risks associated with Brainwave Optimization include unexpected shifts in my mental, emotional, or physical state, behavior, sleep patterns, dreams, and unexplained pain or discomfort. There may be additional unknown risks. I am voluntarily participating in Brainwave Optimization, and I accept and acknowledge any and all risks, known or unknown, identified or unidentified, associated with use of Brainwave Optimization.

In consideration of my participation in Brainwave Optimization and to the fullest extent permitted by law, I agree to indemnify, defend and hold harmless Life Enrichment Center LLC and Brain State Technologies LLC, its managers, members, employees, agents, volunteers and assigns from and against all Claims brought by anyone, including by me, or someone acting on my behalf or behalf of my estate, family, heirs, or assigns arising out of or resulting from my participation in Brainwave Optimization unless the Claim is the exclusive result of the willful misconduct of Brain State Technologies LLC. "Claim" as used in this agreement means any allegation, claim, demand, suit, action or investigation alleging injury, sickness, disease, death, financial loss, damage, or expense, including but not limited to attorney's fees.

I further understand that this acknowledgment of risk and hold harmless is intended to be as broad and inclusive as permitted by the law and that if any portion hereof is held invalid, I agree that the balance shall, notwithstanding, continue in full legal force and effect.

I further understand that Life Enrichment Center LLC and Brain State Technologies LLC, makes no representations or warranties concerning the results that I may or may not achieve from my participation in Brainwave Optimization. As a result, I agree not to pursue, file, demand, or allege a claim against Brain State Technologies LLC if I am dissatisfied with the results of my Brainwave Optimization sessions.

I agree that this acknowledgment of risk and hold harmless is effective indefinitely from the date below and shall apply to any Claim, regardless of when made, alleging injury, sickness, disease, death, financial loss, damage or expense in connection with or associated with Brainwave Optimization.

Client Name (printed)

Client Signature

Date

Required, if client is not of legal adult status:

Parent or Guardian (printed)

Parent or Guardian Signature

Date

*Brainwave Optimization[®] and Brain State Technologies[®] are registered trademarks of Brain State Technologies, LLC.
Brainwave Optimization[®] is not intended to treat, cure, heal, or diagnose any disease, mental illness or symptom.
Brainwave Optimization[®] is intended to facilitate relaxation and auto-calibration of neural oscillations.*