

11. If you have participated in The Landmark Self-Expression and Leadership Program, what is the project you created?

12. In what Landmark Education activities are you currently participating?

13. Please list the groups, organizations, and communities you participate in or use, and the number of people you interact with in each.

NOTICE OF IMPORTANT INFORMATION AND HEALTH WARNINGS

You must read the section below carefully and completely.

1. We are pleased that you are going to participate in The Landmark Wisdom Course Area Program (the “Program”). Many people have found the Program to be an enjoyable and valuable experience. However, the Program is not advisable for everyone. The purpose of this Notice is to ensure that you are not one of the people for whom this Program may be inadvisable.

We take our responsibility and your safety seriously. Please read each section of this Notice carefully and completely so you can make the right decision for yourself. The recommendations in this Notice have been made by mental health professionals who advise Landmark Education.

Although the number of people who have experienced serious problems during or after the Program is quite small, you should be certain whether the Program is appropriate for you. If you have any questions, please contact a mental health professional. We will assume from your participation in the Program and from your declaration at the end of this application that you have a full understanding of each and every paragraph which follows and that you understand our recommendations and will comply with our instructions.

You and you alone are responsible for your choice to participate in the Program and for your own health and well-being at all times prior to, during and after your participation in the Program.

2. The Program is a unique course of instruction designed to support people in being more effective in realizing their own personal and societal goals. Through a series of philosophically rigorous and open discussions, voluntary sharing of your experience and short exercises, the Program provides an opportunity to explore basic questions that have been of interest to human beings throughout time and to examine many aspects of your own life. In the Program, people come to grips with what it means to be human — not as a mere classroom exercise, but as a rigorous inquiry. The Program offers a unique technology through which people create new possibilities for their lives.
3. In the Program, you will inquire into fundamental issues that have been of interest and concern to us as human beings. The experience of the Program is unique to each individual and there is no way to predict in advance exactly what you may think or feel. It is normal for some people to experience unwanted or unfamiliar emotions from time to time, such as fear, anger, sadness, regret, hatred, irritation and impatience. For most participants, exploring thoughts and feelings that they have not fully explored before is a useful and positive learning experience. Some participants have found that exploring life’s issues honestly may evoke uncomfortable and unpleasant feelings. For others, the Program may occur as physically, mentally and emotionally seriously distressing. If you are unwilling to encounter any of these powerful experiences in yourself or in others, or if you have any concern about your ability to deal with such experiences, **THE MENTAL HEALTH PROFESSIONALS WHO ADVISE LANDMARK EDUCATION (“OUR ADVISORS”) STRONGLY RECOMMEND THAT YOU DO NOT PARTICIPATE** in the Program.

(continued) 

NOTICE OF IMPORTANT INFORMATION AND HEALTH WARNINGS

4. Some people experience temporary and not seriously consequential stress during and after the Program. For most people, stress is a normal part of everyday life. However, people who have a history of mental illness or serious emotional problems personally or in their immediate family may be more vulnerable to stress and may experience additional and very severe physical, mental or emotional problems. In people who have physical, mental or emotional problems, even normal amounts of stress from any source may generate severe physical, mental or emotional problems. If you have any history of mental illness or emotional problems personally or in your immediate family, whether temporary, occasional or intermittent, and whether treated or not, or have concerns about your ability to handle stress, **OUR ADVISORS STRONGLY RECOMMEND THAT YOU DO NOT PARTICIPATE** in the Program. If you are uncertain about whether this applies to you, we advise you to discuss this with a mental health professional before participating in the Program.
5. While it is ultimately your choice, **OUR ADVISORS STRONGLY RECOMMEND THAT YOU SHOULD NOT PARTICIPATE** in the Program if you:
 - (a) have a personal or family history of bi-polar affective disorder (manic-depressive disorder), schizophrenia, acute or chronic depression or other psychotic disorder, whether or not you or they are being or have ever been treated or hospitalized;
 - (b) are taking, have taken or been prescribed to take within the previous twelve months anti-anxiety drugs (such as Librium, Ativan, Klonopin, Xanax, Dormicum or others); anti-depressants (such as Elavil, Prozac, Zoloft, Celexa, Cipram, Prothiaden or others); anti-psychotics (such as Thorazine, Haldol, Stelazine, Risperdal, Zyprexa, Dogmatil or others); any medication to treat bi-polar disorders (such as Lithium, Gabapentin or Depakote); any drugs or medicines, whether prescription or non-prescription, intended to treat or affect mental processes or mood or to treat a chemical imbalance; or anabolic steroids;
 - (c) have an unresolved history of drug or steroid abuse;
 - (d) are or have in the past year been depressed and/or considered or had ideas of suicide, self-harm or harm to another;
 - (e) are currently in therapy and your therapist sees a health reason why you should not participate in the Program; or
 - (f) are uncertain about your physical, mental or emotional ability to participate in the Program.
6. From time to time, during or shortly after participating in the Program, a very small number of people who have no personal or family history of mental illness or drug abuse have reported experiencing brief, temporary episodes of emotional upset ranging from heightened activity, irregular or diminished sleep, to mild psychotic-like behavior. An even smaller number of people have reported more serious symptoms ranging from mild psychotic behavior to psychosis occasionally requiring medical care and hospitalization. In less than 1/1000 of 1% of participants, there have been reports of unexplained suicide or other destructive behavior. While we know of no independent studies to suggest that people who are physically, emotionally and mentally healthy are at risk in the Program, certain persons have claimed that the Program has caused or triggered in them a psychosis or psychotic event.
7. **The Program is designed for people who clearly understand they are responsible for their own health and well-being before, during and after the Program.** It is not therapeutic in design, intent or methodology and is not to be used as a substitute for medical treatment, psychotherapy or health program of any nature, regardless of what you may believe or have heard from anyone. We advise you that the Program Leaders, staff and people who assist at the Program are not mental health professionals and there will not be any mental health professionals in attendance.
8. If you experience any symptoms or suggestion of mental distress in the Program sessions, during the breaks or at the end of any session, or between sessions, you must immediately inform the Program Leader or the Program Supervisor. In such event, you and the Program Leader will discuss the matter and you will determine what is the appropriate thing for you to do. If you experience any symptoms or suggestions of mental distress outside of the Program, we strongly recommend that you immediately inform a physician or mental health professional.
9. While there are breaks in the Program approximately every 2 to 3 hours, we do not promise that we will always break at precisely that interval. You are, of course, free to leave the Program room at any time. Each day there is one meal break in the late afternoon or early evening, usually lasting about an hour and a half. We suggest that you eat a meal before arriving at the beginning of each day, and have a third meal or snack after you leave in the evening. You are welcome to bring snacks to eat during other short breaks in the Program. If you have a medical condition requiring you to eat or care for some special need more frequently than the regularly scheduled breaks, or need special seating or must stand and stretch frequently or have any other special needs, please notify the Program Supervisor before the Program begins so that appropriate arrangements can be made for you.
10. If you have not been feeling well or if you have been meaning to see a physician or a mental health professional for some complaint, symptom or concern, or if you have had difficulty sleeping lately, or been depressed, it is imperative that you consult with a physician or mental health professional prior to your participating in the Program. Upon request, Landmark will provide you with information required to enable you to make an informed decision about your participation.
11. Although the schedule of the Program usually (but not always) accommodates sufficient time for sleeping, some participants have stated that they did not have sufficient time to sleep or were unable to sleep at night before, during or after the Program. Some people have entered the Program without having had sufficient sleep. For some people, lack of sleep can become a serious problem and may be symptomatic of a mental or emotional illness. If in the past you have become (or think that you may become) ill or seriously distressed because of lack of sleep, **OUR ADVISORS STRONGLY RECOMMEND THAT YOU DO NOT PARTICIPATE** in the Program. If you do not have sufficient sleep or if you have a sleep disorder during the week before the commencement of the Program, **OUR ADVISORS STRONGLY RECOMMEND THAT YOU DO NOT PARTICIPATE** in the Program. If during the Program, you feel that you have been unable to sleep or have not had sufficient sleep, you must notify your Program Leader or Program Supervisor at once.
12. If, after your consulting with your medical or mental or health professional, your health professional needs any additional information about the Program in order to resolve your ability to participate, please contact the Wisdom Central Office (at 888-797-7449). They will provide you with such information.

(continued) —————>

AGREEMENTS

The following Agreements are intended to have legal significance. If you have any questions about their meaning, please feel free to consult an attorney.

CONFIDENTIALITY AGREEMENT

In order to promote and respect the confidentiality of our participants and our intellectual property, please read and sign the following:

I understand that The Landmark Wisdom Course Area Program (the “Program”) is limited to people who have registered in the Program. In consideration of and as a condition for permitting my participation in the Program, I represent, covenant, warrant and agree that:

- (a) I have registered in the Program under my own name for the sole purpose of participating in the Program;
- (b) I will not publish, broadcast or disclose or assist another person or organization in publishing, broadcasting or disclosing the identity, likeness or actual or paraphrased comments, of other participants in the Program, Staff or people who assist during the Program; and
- (c) I will not film, videotape, audiotape or otherwise record, by electronic, digital or any other means, all or any portion of the Program, and I will not record or take pictures, or assist another person or organization in recording and/or taking pictures of any kind or nature, of all or any portion of the Program or of any participants in the Program, Staff or people who assist in the Program. I will not take into the Program room a tape or video recorder, movie or still camera, or any device, electronic or otherwise, intended to record the voice or likeness of any person in the Program room.

I further agree that the provisions of this Agreement shall be enforceable under the laws of Delaware and my breach of this Agreement shall constitute, among other things, a breach of contract and trespass for which Landmark Education shall have the right to full legal and equitable recourse, including injunctive or other extraordinary relief and damages. Any unenforceable portion of this Agreement shall not affect the remainder.

I recognize that my breach of this Agreement will cause Landmark Education and/or the participants in the Program irreparable and substantial harm even though it may be impossible to ascertain the full monetary extent of their financial loss.

Nothing in this Confidentiality Agreement is intended to limit you from sharing your experience of the Program with anyone.

ARBITRATION AGREEMENT (U.S. ONLY)

I agree that any dispute, claim or controversy arising out of my participation in the Program (or any of its associated activities), including the interpretation, application, execution, performance or enforcement of any provision of this Agreement or concerning Landmark Education LLC, its officers, managers, employees, agents, people who assist and/or other participants in the Program (“Landmark Education”) will be submitted to and determined by final and binding arbitration. This Agreement to arbitrate includes claims that there have been any wrongful acts or omissions in my registration in the Program and the warnings and disclosure, content or delivery of the Program (or any of its associated activities) by Landmark Education. Any such dispute, claim or controversy shall not be determined by lawsuit or resort to any court process in any court of law or equity, except as applicable law provides for judicial review, confirmation and enforcement of arbitration proceedings and awards. Judgment upon any award rendered in arbitration may be entered in any court having competent jurisdiction and an application may be made to such court for an order of enforcement.

Such arbitration shall take place pursuant to the Commercial Rules of the American Arbitration Association (“AAA”) then in effect in the City of _____* and shall be expedited and conducted on successive days before three arbitrators, in accordance with the rules of the AAA then in effect.

(*For Wisdom Unlimited, Partnership Explorations, and Power and Contribution Courses, write in the name of the Landmark Center city closest to where the Program is held. For all Vacation Courses and other courses, write in “New York.”)

I agree that if either party institutes any legal action in any Court not authorized herein, the other party shall be entitled to respond by demurrer or other appropriate response, shall not be required to answer any complaint, and shall be entitled to a dismissal of such legal action. The other party shall be entitled to an award in its favor for the amount of its actual fees and costs of suit.

I understand that Landmark Education LLC is a Delaware company and that this Agreement will be construed and governed by the laws of the State of Delaware. This Agreement cannot be modified unless in writing signed by me and by Landmark Education.

I also agree that the time in which I may commence arbitration shall not be greater than ninety (90) days following the occurrence of the event or events which is/are the subject of my claim or claims. I understand that if I fail to commence arbitration within said ninety (90) days, I may be forever barred from making such claim or claims against Landmark Education.

I UNDERSTAND THAT THIS IS A LEGAL AGREEMENT IN WHICH I FREELY GIVE UP MY RIGHT TO A JURY OR COURT TRIAL.

(continued) 

AGREEMENTS *(continued)*

PROPRIETARY MATERIALS AGREEMENT

I understand that all materials, concepts, and information (collectively “Materials”) presented by Landmark Education (“Landmark”) during this Program, either orally or in writing, are the property of Landmark and are protected by copyright, trade secret, and other applicable laws. I acknowledge that the Materials constitute commercially valuable, proprietary, confidential property of Landmark, the design and development of which required the investment of substantial effort, time, and money.

All rights in the Program and the Materials are expressly reserved by Landmark. I agree not to reproduce, copy, or otherwise duplicate, and not to distribute, lend, or otherwise transfer, the Materials without the prior written permission of Landmark. I agree not to use the Materials in any way that would compromise the confidential and proprietary nature of the Materials.

I understand that the Materials presented by Landmark in this Program are intended solely for use in the Program. I understand that while I am free to use the Materials for my own personal use, and free to tell others about the benefits I realized from the Program, I agree not to resell, reproduce and sell, modify and sell, or repackage and sell the Materials. I agree that I will not use the Materials for any purpose other than my own personal use except with the prior written permission of Landmark. I agree not to deliver the Materials themselves, either reproduced or modified, or anything derived from the Materials, either orally or in writing, as part of any seminar, training program, workshop, consulting, or similar business activity which I make available to my clients or to others, except with the prior written permission of Landmark.

I agree that this Agreement supersedes any prior agreements I may have regarding the use of the Materials and that, if necessary, I will again obtain Landmark’s written permission before using any materials which I may have obtained permission to use in the past.

INFORMED CONSENT

I have carefully read the Notice of Important Information and Health Warnings and understand the recommendations and instructions. I have been informed to my satisfaction by the person who introduced me to the Program or by a representative of Landmark Education about the general content of the Program and I have had an opportunity to ask questions about anything I do not know or understand. I recognize that it is not possible for Landmark to describe everything that may occur during the Program which generally consists of data presented by the Program Leader; the voluntary sharing of guided experiences by other participants; and guided exercises or processes.

I acknowledge and understand that the Program was designed for people who clearly understand they are responsible for their own health and well-being before, during and after the Program and who wish to enhance their living skills. I represent that I am not participating in the Program to handle any physical, mental or emotional problems and I fully understand that no portion of the Program is delivered or supervised by health professionals.

I am aware and understand that some people have personally perceived the Program to be physically, mentally and/or emotionally stressful to them. I have been informed that certain persons with no personal or family history of current or previous mental or emotional problems and no history of use of psychotropic or mood altering drugs reported having experienced psychotic episodes following the Program.

I acknowledge and understand that I have been **STRONGLY ADVISED NOT TO PARTICIPATE** in the Program if:

- (a) I have been diagnosed with an emotional or mental disorder or if someone in my immediate family has a history of emotional or mental disorder;
- (b) I am using or have used psychotropic or mood altering drugs which are listed in the Notice of Important Information and Health Warnings above;
- (c) I am or have in the last year been depressed, contemplated suicide, self-harm or harm to another;
- (d) I have concerns about my ability to handle stress;
- (e) I have or may become ill or seriously disturbed because of lack of sleep or less sleep than I am accustomed to;
- (f) I am unwilling or unable to experience powerful emotions in myself or others;
- (g) I am currently in therapy and my therapist sees a health reason why I should not participate; or
- (h) I am uncertain about my physical, mental or emotional ability to participate in the Program

I represent that:

- (a) I know of no reason that I should not participate in the Program;
- (b) I have considered the nature of the Program and have voluntarily chosen to attend and not as a result of coercion, pressure, a condition of employment or to satisfy anyone other than myself;
- (c) I am fully aware of what I am undertaking and that there may be risks associated with the Program. I agree that I am responsible for my own participation in the Program and for my own physical, mental and emotional well being, and that Landmark Education is responsible solely for the orderly presentation of the Program; and
- (d) I willingly and knowingly assume for myself, my family members, executors, administrators, heirs, successors, legal representatives and assigns all risks of physical and mental or emotional injuries which may occur during or after the Program.

(continued on back page) —————>

AGREEMENTS *(continued)*

I agree to inform and discuss with the Program Leader or Program Supervisor immediately if at any time before the Program is completed, I experience any unusual physical sensation or pain or any mental or emotional discomfort. If, following the completion of the Program, I experience any unusual physical sensation or pain or any mental or emotional discomfort, I agree to notify the Wisdom Central Office (at 888-797-7449).

I hereby indemnify and hold Landmark Education, its officers, managers, shareholders, affiliates, employees, agents and/or people who assist, harmless from all loss, cost, obligation or damage arising out of my participation in the Program or in other activities or events related to the Program.

The failure of Landmark Education to enforce any of its rights shall not be construed as a waiver of any of its rights at any time thereafter. If any part or parts of this Agreement shall be deemed invalid or unenforceable, then that part or parts shall be deemed severed from this Agreement and such severance shall not have any effect on the remaining portions of the Agreement.

I acknowledge that my representations and agreements are freely given and are true to the best of my knowledge and are intended to be an inducement to Landmark Education to approve my participation in the Program.

I ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND AND AGREE TO COMPLY WITH THE NOTICE OF IMPORTANT INFORMATION AND HEALTH WARNINGS, CONFIDENTIALITY AGREEMENT, ARBITRATION AGREEMENT (U.S. ONLY), PROPRIETARY MATERIALS AGREEMENT AND INFORMED CONSENT.

I agree that my signature on a faxed copy of this document shall be deemed an original.

→ Signature _____ Date _____

SEXUAL HARASSMENT POLICY

Landmark Education is committed to providing an environment free from sexual or other forms of harassment. Any harassment is unlawful and will not be tolerated by Landmark Education. If you believe you have been unlawfully harassed, you should contact the local Center Manager, the Wisdom Central Office (888-797-7449), or the Director of Human Resources at Landmark Education's World Headquarters in San Francisco (at 415-616-2401). If you have any questions about Landmark Education's Sexual Harassment Policy or would like a copy of the Policy, please contact any of these people.