

## TERMS, DISCLAIMERS AND CONDITIONS FOR TRANSFORMING CHANGES GROUP EVENTS

Please carefully read the following terms and conditions relating to your participation in any Transforming Changes events or seminars. These terms and conditions are relevant to all events and seminars conducted by Transforming Changes, ("Host") including but not limited to "Adventures of Your Life", "Please Understand", etc. All events and seminars will be referred to from here forward in the singular tense as simply the "Seminar."

By registering for the Seminar at any one of our locations ("Venue"), you (the "Attendee") signify your acceptance of and obligation to these terms and conditions. If you have objections to the following Terms and Conditions, you should not register for or attend the Seminar.

### **Attendee Conduct**

Host requires all Attendees to be respectful and professional to our staff, location hosts, speakers, and other attendees and their guests or families throughout the Seminar, even during non-scheduled downtime and breaks. Host reserves the right to ask Attendee and/or their guests to leave the Venue immediately should they be deemed rude, uncooperative, unprofessional, intoxicated or in possession of alcohol or any illegal substance. In such case, the Attendee's tuition/fees for the Seminar will not be reimbursed under any circumstances and they will not receive any future products, services or correspondence from Host. Attendee will also not receive any of our advertised bonuses or qualify for our satisfaction guarantee or any other written or implied guarantee.

### **Liability Waiver**

While we take every possible measure to ensure Attendee safety at the Seminar, we cannot control everything. For this reason, Attendee is legally responsible for their safety and behavior and agrees to, and is held legally liable to, the following statements:

I, the willing Attendee of the Seminar, hereby accept all risk to my health and of my injury or death that may result from participating in the Seminar and I hereby release Host, John Bailey, Trish Bailey, and their officers, employees, interns, contractors, lessors, sponsors and representatives from any and all liability to me, my personal representatives, estate, heirs, next of kin, and assigns for any and all claims and causes of action for loss of or damage to my property and for any and all illness or injury to my person, including my death, that may result from or occur during my participation at the Seminar, whether caused by negligence of the Host, its governing board, officers, employees, or representatives, or otherwise. I further agree to indemnify and hold harmless Host, John Bailey, Trish Bailey, and any third-party company from liability for the injury or death of any person(s) and damage to property that may result from my negligent or intentional act or omission while attending and participating in the Seminar. Under no circumstances will Host, John Bailey, Trish Bailey or their assigns be held liability for my injury or death or any loss or damage of my personal belongings resulting from my participation in the Seminar. Should I require emergency medical treatment as a result of accident or illness arising during my attendance and participation in the Seminar, I consent to such treatment. I acknowledge and I agree to be financially responsible for any medical or legal bills that may be incurred as a result of emergency medical treatment. I will notify Host verbally and in writing if I am at any time injured prior to, during, or after the Seminar in my travels or attendance, or if I have medical conditions about which emergency medical personnel should be informed; however, I understand that Host is not legally obligated to act on that information in any way or to provide any medical service whatsoever to me. I agree that if I have any medical or psychological conditions that may hamper me from fully and healthfully participating in the Seminar that I will notify the Host and that the Host retains the right to ask that I not participate in portions of or the entirety of the Seminar.

### **Liability Disclaimer: No Professional Advice**

The information contained in or made available by the Host, John Bailey, Trish Bailey, or any third party through the Seminar or other websites or services cannot replace or substitute for the services of trained professionals in any field, including, but not limited to, mental, financial, medical, psychological, or legal fields. Host does not offer any professional personal, medical, financial or legal advice and none of the information contained in the Seminar should be confused as such advice. Neither Host, John Bailey, Trish Bailey, nor their assigns, sponsors, speakers, partners, contractors or any of their affiliates will be liable for any direct, indirect, consequential, special, exemplary or other damages to the Attendee or the Attendee's business, including economic loss, that may result from participation in the Seminar or from the use of, or the inability to use, the materials, information, or strategies communicated through the Seminar or any products or services provided pursuant to the Seminar, even if advised of the possibility of such damages. Under no circumstances, including but not limited to negligence, will Host, John Bailey, or Trish Bailey be liable for any special or consequential damages that result from Attendee's participation in the Seminar. To be clear: You, the Attendee, alone are responsible and accountable for your decisions, actions and results in life, and by your participation in our Seminar, you agree that you will never attempt to hold us, the Host, John Bailey, or Trish Bailey liable for any decisions, actions or results that you make or experience in business or in life due to your participation in this Seminar.

## **Confidentiality and Non-Compete**

Attendee hereby understands that the tools, processes, strategies, materials and information presented in the Seminar are confidential, copyrighted, and proprietary to the Host and agrees not to record, duplicate, distribute, teach or train from the Seminar materials in any manner whatsoever without the express written permission of Host. Any unauthorized use or distribution of these proprietary concepts, materials, and intellectual property by you or your representatives is prohibited and Host will pursue legal action and full damages if these terms are violated.

## **Adult Content**

During our Seminar, we will discuss several adult topics relating to personal and professional growth. We will also occasionally use adult language. Participants who are uncomfortable with such topics or language should not attend the Seminar.

## **Audio/Visual Rules and Release**

Attendees may not, under any circumstance, use any type of recording device to capture the information provided at the Seminar. No recording devices, photography or videography is allowed in the Seminar room. By participating in the Seminar, Attendee understands that portions of the Seminar's live events may be recorded in video and audio and/or captured in still and/or digital photographs by the Host, staff, or a third party contractor. Attendee agrees that the Host and its assigns have the right and permission to capture and to use such recordings and photographs should they include Attendee's name, likeness, voice, biographical details, testimonial, or photograph for marketing, advertising or any other purpose in any media or format, online and/or offline, now or hereafter without further compensation, permission, or notification to the Attendee. Attendee understands and agrees that all recordings from the Host's events are the exclusive rights of the Host and Attendee does not ask for or expect compensation for the use of recordings or photographs in which Attendee appears or speaks. Host owns all rights of any audio, video, and/or photograph captured during the Host's Seminar or at any of the Host's other live events.

## **Privacy Policy and Terms of Use**

By visiting our event sites and participating in the Seminar, Attendees acknowledge and agree that they are subject to the Privacy Policies and Terms of Use of the Host.

## **Cancellation Policy**

Once Attendee registers for the Seminar, we make extensive arrangements and investments while anticipating their tuition and attendance, and, in the case of their cancellation, we incur significant administration hassles, expenses, and loss of business. Given this fact, we do not accept cancellations or issue refunds beginning 5 days after Attendee has registered for the Seminar. If Attendees cancel within 5 days of registering they will receive a full refund, but any Attendee seeking to cancel their registration after 5 days will not, under any circumstances, receive a refund. Again, this is due to the extremely limited seating for an event of this nature. If you are unsure of whether or not you can attend the event, do not register. If for whatever reason you are unable to attend the event after you have registered and after 5 days have passed since registering, we will happily transfer your ticket to someone else or allow you to attend a future Transforming Changes event on the same topic at our sole discretion.

## **Review and Jurisdiction**

These Terms will be governed by and construed in accordance with the laws of the State of Oregon. Attendee agrees that any dispute that arises out of or relates to these Terms will be resolved via non-binding mediation in the State of Oregon via a professional mediator obtained by the Host and if a successful mediation is not reached, to binding arbitration arbitrated in the State of Oregon in accordance with the policies set forth by the American Arbitration Association. If any of these Terms of use are found unlawful, void, or for any reason unenforceable, then that provision will be considered severable from the remaining terms of use, and will not affect the validity and enforceability of the remaining provisions. These Terms are subject to change at any time and at the sole discretion of the Host. Please visit the site regularly for updates.

I have read the above legally-binding document and agree to all the terms therein.

Signed \_\_\_\_\_ Date \_\_\_\_\_