## TERMS AND CONDITIONS

Participation in this event is voluntary. By choosing to purchase and participate in this event, you(hereinafter known as the "Attendee") agree to the terms and conditions and do not hold The Sleeved Dietitian LLC (hereinafter known as the "Company") liable.

# WAIVER AND RELEASE

By attending, traveling to/from, and/or participating in the Meetup in any way, the Attendee agrees to release, forgive, and forever discharge the Company, its subsidiaries, employees, agents, contractors, subcontractors, and affiliates from any and all claims, suits, actions, charges, demands, liabilities, injuries, damages, judgments, and/or costs, whether known or unknown, both legal and equitable in any manner.

The Company is not responsible or liable in any way for any and all damages you receive directly or indirectly from your travel to/from the Meetup and/or your attendance and/or participation at or in the Meetup. We do not assume liability for damages, injuries, harm, death, misuse of (or failure to properly use) information or documents, due to any act, or failure to act, by you. Notwithstanding anything to the contrary contained herein, your sole and exclusive remedy for negligence, failure to perform, or breach by us shall be a refund of the amount paid for the Meetup. IN NO EVENT SHALL WE BE LIABLE TO YOU FOR ANY INDIRECT, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES.

## ASSUMPTION OF THE RISK

The Attendee agrees and understands that his/her attendance, participation in, and/or travel to/from, the Meetup may involve risks. It is solely the Attendee's responsibility to familiarize his or herself with all possible risks associated with participation in the Meetup. The Attendee agrees that the Company is not liable, to the fullest extent possible by law, for any harm that the Attendee may experience due to the Attendee's participation in, or travel to/from, the Meetup.

It is solely the Attendee's responsibility to familiarize his or herself with all possible risks associated with participation in the Meetup. The Attendee agrees that the Company is not liable, to the fullest extent possible by law, for any harm that the Attendee may experience due to the Attendee's participation in, or travel to/from, the Meetup.

THE ATTENDEE ACKNOWLEDGES THAT HIS/HER DECISION TO ATTEND THE Meetup IS MADE WITH FULL KNOWLEDGE OF ALL INFORMATION DESCRIBED HEREIN. THE ATTENDEE IS ATTENDING THE Meetup OUT OF HIS/HER OWN VOLITION. THE ATTENDEE AGREES TO BE THE SOLE RESPONSIBLE PARTY AND ASSUMES ALL RISK ASSOCIATED WITH ATTENDING AND/OR TRAVELING TO/FROM THE Meetup. IN NO EVENT WILL THE COMPANY BE LIABLE FOR ANY DAMAGES OR LIABILITIES ARISING FROM OR IN CONNECTION WITH/TO THE ATTENDEE'S Meetup PARTICIPATION OR ATTENDANCE.

INDEMNIFICATION, DEFENSE, & HOLD HARMLESS

The Attendee agrees to indemnify and hold harmless the Company, its affiliates, officers, directors, agents, employees, representatives, successors, independent contractors, and assigns from all direct and third party claims, demands, losses, causes of action, damages, lawsuits, expenses, fees, including attorneys' fees, costs, and judgments that may be asserted against the Company, by any third parties that result from the errors, negligence, acts, and/or omissions of the Attendee, other Attendees, Meetup venue, and/or the Company.

#### DISCLAIMER

The Attendee understands that the Company is a health coach. The Attendee understands that the Company is not an attorney, therapist, publicist, financial advisor, and/or accountant, or any other licensed or registered professional. The Company and Attendee's work together is not a substitute for professional financial, business, or legal advice. The Company and Attendee's work together may address, among other things, goals, priorities, identifying resources, brainstorming, action plans, strategy, and planning. The Attendee understands that the Company does not guarantee any outcome, income revenue, and/or profit from the Parties' work together.

The Company is not a therapist, or licensed medical professional, and therefore the Attendee needs to discuss and clear any and all changes to the Attendee's lifestyle, food intake, exercise regimen, or medical treatment with his/her physician before implementing changes or habits suggested by the Company. The Attendee confirms that s/he has or will discuss any and all changes to his/her diet, exercise regimen, supplements, medications, or lifestyle with his/her physician or qualified medical professional before implementing any suggested or offered changes, additions, or alterations to his/her lifestyle. The Attendee understands that the Company is not a physician, medical professional, and/or a psychotherapist or psychologist.

Further, the Company has not promised, nor shall she be obligated to: (1) act as a therapist by providing psychological counseling, psychoanalysis or behavioral therapy, (2) assist anyone with a serious medical condition to resolve, manage, or improve that medical condition, and/or (3) assist anyone not under the care of a physician or medical professional while implementing healthy changes in his/her life.

## **CANCELLATION + REFUND POLICY**

The Company reserves its right to cancel the Meetup for any reason. If the Company cancels the Meetup for any reason, the Attendees are entitled to a refund of the Payment made to the Company for services not yet rendered. However, the Company shall not be responsible for any additional fees paid by the Attendee to third parties, such as airlines, travel companies, etc. Once the Attendee secures his/her Meetup spot by signing herein and completing the Payment, no refunds will be issued for any reason.

#### ARBITRATION

Any controversy or claim between the Parties shall be settled by arbitration before a single, mutually agreed upon arbitrator under the then current rules of the American Arbitration

Association ("AAA"). If the Parties cannot agree upon an arbitrator, then each party shall appoint one arbitrator and then both arbitrators, in turn, shall appoint a third neutral arbitrator to hear the matter. The decision and award of the arbitrator shall be final and binding and the award so rendered may be entered in a state court of Connecticut. The arbitration hearing shall be held in the state of Connecticut. Each party shall pay its own costs and expenses related to the arbitration, and shall split the cost of the arbitrator equally. The arbitrator will have no authority to award punitive or other non-compensatory damages to either party. No damages excluded by or in excess of any damage limitations set forth in the Contract shall be awarded. The sole remedy for the Attendee shall be a refund of any amount paid to the Company.

## **SEVERABILITY**

The provisions of the Contract shall be deemed severable, and the invalidity or unenforceability of any provision shall not affect the validity and enforceability of any other provision hereof. If any Section, subsection, sentence, or clause of the Contract shall be adjudged illegal, invalid, or unenforceable, such illegality, invalidity, or unenforceability shall have no effect on the Contract as a whole or on any Section, subsection, sentence, or clause hereof not expressly so adjudged.

## **WAIVER**

The waiver or failure of the Company to exercise waiver in any respect, for any right provided herein, shall not be deemed a waiver of any further right pursuant to the Contract.

## NO ASSIGNMENT

The Attendee's Meetup spot may not be assigned or sold to anyone other than the Attendee without the advance express, written consent of the Company. Should the Attendee need to transfer his/her Meetup spot for any reason, please e-mail support@thesleeveddietitian.com first to see if there are any waitlist spots available. The Company does not guarantee in any way that the Attendee's spot will be able to be filled prior to the Meetup. The Attendee will not receive a refund if his/her spot is not filled and if payment by the substitute is not completed.

#### **FORCE MAJEURE**

In the event that any circumstances beyond or not within the reasonable control of the Parties, including, but not limited to: an act of God (such as, but not limited to, fire, explosion, earthquake, flood, tsunami, drought, tidal waves, hurricanes, etc.), hostilities, war, invasion, curtailment or interruption of transport, threats or acts of terrorism, State Department travel advisory or warning, labor strike or civil disturbance, make it inadvisable, illegal, or impossible, either because of unreasonable increased costs or risk of injury, for either Party to perform its obligations under the Contract, the affected Party's performance shall be extended without liability for the period of delay or inability to perform due to such circumstances.

## NO GUARANTEES, WARRANTIES OR REPRESENTATIONS

The Company has not and does not make any warranties, guarantees, or representations, verbally or in writing, regarding the Attendee's experience, performance, results, income, revenue, or success with regards to attending the Meetup. The Attendee understands that due

to the nature of the Meetup, the results experienced by each Attendee may vary. The Company does not make any guarantees other than that the Meetup shall be provided to the Attendee in accordance with the terms of the Contract as stated herein.

## APPLICABLE LAW

The Contract shall be governed by the laws of the State of Connecticut.

### **ENTIRE AGREEMENT & HEADINGS**

The Contract contains the entire agreement between the Parties. There are no other promises or conditions in any other agreement (oral or written) between the Parties.

The headings of Sections in the Contract are provided for convenience only and shall not affect its interpretation or enforceability.

## PHOTOGRAPH AND IMAGE RELEASE

The Attendee grants the Company the right, title and interest to any and all recordings (by audio, video or both) and/or photographs taken of the Attendee, his/her likeness, and/or voice in connection with the Attendee's participation in the Meetup for the purposes of promoting and marketing the Meetup across social media, advertisements, the Company's website, and to the Company's future attendees. The Attendee will not receive any compensation for use of his/her likeness, testimonial, or image.

By checking this box the Attendee agrees and acknowledges that he/she/they have read and hereby agree to the above Terms and Conditions and Waiver and Release of Liability and fully understand the content herein. By checking the box, the Attendee is certifying that he/she/they are 18 years of age or older and legally competent to execute the Terms and Conditions.

The Attendee agrees that they are acknowledging the above terms and conditions voluntarily and willingly and recognize that the Company isl released of all liability to the greatest extent allowed by law.