

## **TERMS & CONDITIONS**

### **GENERAL MATTERS**

The information contained in our group is for general information purposes only and is provided by Jen Hirst and/or Lighthouse Sobriety, LLC (“Jen Hirst” or “Lighthouse Sobriety”). All the information is intended to assist you and **does not in any way, nor is it intended to substitute professional, medical, financial or legal advice.** Results are not guaranteed and Jen takes no responsibility for your actions, choices or decisions.

**By using my services, you agree that Jen Hirst and Lighthouse Sobriety are not to be held liable for any decisions you make based on any of my services or guidance and any consequences, as a result, are your own.** Under no circumstances can you hold Jen Hirst liable for any actions you take nor can you hold Jen Hirst liable for any loss or costs incurred by you as a result of any guidance, advice, coaching, materials or techniques used or provided by my services.

### **MEDICAL DISCLAIMER**

Services, courses and advice provided by Jen Hirst and Lighthouse Sobriety are not aimed at any person who suffers from alcohol dependency or any other medical conditions. If you are (or suspect that you may be) physically alcohol dependent or are suffering from any other medical conditions, you must seek specific medical advice from a medical professional before reducing or stopping your alcohol intake.

Depending on your previous level of alcohol consumption, **the physical consequences of stopping abruptly can be very serious.** If you or someone you know needs more immediate support or treatment to reduce your alcohol intake, **please contact your doctor or a healthcare professional.**

**The information provided in our sessions does not replace individual medical advice,** one-on-one professional therapy, or any other type of traditional alcohol addiction support/therapy. This course is an additional support resource that may complement your other endeavors to reduce your consumption of alcohol.

### **FITNESS WAIVER OF LIABILITY AND CONSENT**

Please consult your physician or other health care professional before starting this or any other fitness program to determine if it is right for your needs.

This is to certify that I (“Member”), with full knowledge and understanding that participation in the physical activities and fitness training services offered by Jen Hirst and Lighthouse Sobriety involve increased risk of personal injury. Such personal injury may result from my own action or inaction and/or the action or inaction of others. Member hereby acknowledges and agrees that Lighthouse Sobriety does not guarantee specific fitness results without commitment and ability to set and meet clear and realistic goals specific to Member’s health, endurance and strength, with such goals to include, but not limited to, diet and lifestyle changes consistent with the Lighthouse Sobriety’s training program(s). Member accordingly does hereby assume all

responsibility for the results that Member desires to achieve through participation in any of Lighthouse Sobriety's activities, classes or programs. Member hereby certifies that Member has disclosed in writing to Lighthouse Sobriety any known physical or mental illness or weakness that would increase the risk of participation in exercise. Member hereby declares to be physically sound and suffering from no condition, impairment, disease, infirmity or other illness that would prevent or impair participation in any of the activities associated with the fitness training programs offered by Lighthouse Sobriety.

Member does hereby assume all responsibility for Member's actions and physical conditions, including injuries, arising from participation in any Lighthouse Sobriety's activities, classes or programs. In consideration of voluntary participation in any and all activities, classes or programs offered and provided by Lighthouse Sobriety, Member does hereby waive, release, and forever discharge, and covenant not to sue Lighthouse Sobriety or its owners, officers, agents, employees, trainers, coaches, members, representatives, contractors and affiliates from any and all responsibility or liability for injuries or damages to Member resulting from Member's participation in any Lighthouse Sobriety's activities, classes or programs. Member consents and agrees to be either photographed or videotaped and produced by or for Lighthouse Sobriety (the "Photography/ Videos"). Member hereby grants Lighthouse Sobriety the right to record him/her in connection with the Photography/Videos, including Member's voice, quotes/excerpts of his/her written or verbally expressed words, image, likeness, performance and any and all attributes of his/her personality ("Image").

#### **ASSUMPTION OF RESPONSIBILITY AND RISK**

Member understands that physical exercise is potentially dangerous. The possibility of injury or aggravation of prior injuries is possible. Member understands that all participants have the right and responsibility to excuse themselves from any exercise or activity they believe will be harmful to them. All participants must evaluate each situation in the context of their skill and current physical condition and conduct each exercise in a manner that is safe. If an instructor gives an instruction that is unsafe for the participant, it is the participant's responsibility to inform the instructor that the skill may be unsafe.

Member understands the above statement of risk and understands the rights and responsibilities of the Member. Member assumes responsibility of their own safety (or safety of their minor child(ren)), understanding and accepting the risks involved with group fitness activities and physical fitness testing. By assuming this risk, Member completely absolve all instructors, coaches, trainers, other members, guests, participants, and any and all other parties of liability for Member's harm, unless intentionally caused. Member agrees to indemnify Lighthouse Sobriety for any liability for injury from the hazards of group fitness, online fitness classes and all related activities. In the event of a medical emergency, Member recognizes that any medical care that may be required is their personal financial responsibility. Classes will be taught by coaches, trainers and any other qualified instructor. The choice of the instructor is left to the discretion of Lighthouse Sobriety. Member understands that the class instructor may not always be the instructor they desire, but Member shall seek to learn from whichever instructor is leading the class, to show the respect due to the instructor, and to conduct themselves in accordance with the etiquette established by Lighthouse Sobriety.

Member accepts and understands that they are responsible for their own safety without regard to who is instructing the class. Member specifically understands and agrees that the full force of this agreement applies no matter who is teaching.

This site offers health, fitness and nutritional information and is designed for educational purposes only. You should not rely on this information as a substitute for, nor does it replace, professional medical advice, diagnosis, or treatment. If you have any concerns or questions about your health, you should always consult with a physician or other health-care professional. Do not disregard, avoid or delay obtaining medical or health related advice from your health-care professional because of something you may have read on this site. The use of any information provided on this site is solely at your own risk.

#### **ARBITRATION CLAUSE**

Should any dispute arise between Member, their minor child(ren), or anyone acting on behalf of their minor child(ren), regarding Lighthouse Sobriety, then Member specifically agrees that the dispute shall be resolved in binding arbitration in the State of Minnesota. An award of arbitration may be confirmed in a court of competent jurisdiction.

#### **CHANGES/UPDATES TO THIS WAIVER OF LIABILITY AND CONSENT FORM**

From time to time, Lighthouse Sobriety may update this Waiver of Liability and Consent Form ("Form") to comply with any changes in law or to policies. The intent of any changes will be to improve and clarify the language or be in compliance with new laws.

#### **SEVERABILITY AND DURABILITY**

If any clause, sentence, phrase or statement is found unenforceable or invalid by any court of law, the remainder of the document shall remain valid and enforceable and the invalid clause, sentence, phrase or statement shall be considered struck from the document. This document is effective from the date signed with no expiration. Furthermore, the terms of this document are retroactive to the beginning of training and visiting the Lighthouse Sobriety if this document was signed after that date.

#### **CHOICE OF LAW**

I understand and agree that the law of the State of Minnesota will apply to this contract.  
Acknowledgement and Understanding:

I have read the above Terms and Conditions and Waiver of Liability and Consent Form, and fully understand-its terms, including understanding that I am giving up substantial rights, including my potential right to sue. I acknowledge that I am signing the Consent freely and voluntarily, and intend by my signature to completely and unconditionally release the identified parties from and of all liability to the greatest extent allowed by law.

#### **RELEASE**

You acknowledge and take full responsibility for your life, well-being and all decisions made during and after this course. In furtherance and not in limitation of the foregoing, you hereby and forever waive, release and discharge me, my heirs, executors, administrators, assigns, officers, agents, employees, representatives, executors and all others acting on their behalf (the

“Released Parties”) from any and all claims or liabilities for injuries or damages to your person and/or property or that of your family (where applicable), including those caused by negligent act or omission of any of those mentioned or others acting on their behalf, arising out of or connected with your participation in the course or in connection with services provided by me or the Released Parties.

### **COPYRIGHT, TRADEMARK AND RESTRICTIONS OF USE**

The materials and worksheets produced contain material which is owned by Jen Hirst. These materials include, but are not limited to, the design, layout, look, videos, appearance, and graphics. You are not permitted to reproduce the documents & videos, information or materials for the purposes of sale or the use by any third party. In particular you are not permitted to republish, upload, transmit electronically or otherwise or distribute any of the materials, documents or products that Jen Hirst may send to you.

Jen Hirst and Lighthouse Sobriety reserves all copyright and trademark in all documents, information and materials and reserves the right to take action against you if you breach any of these terms. Any redistribution or reproduction of part or all of the contents in any form is prohibited other than the following: you may print or download to a local hard disk extracts for your personal and non-commercial use only. You may not, except with our express written permission, distribute or commercially exploit the content. Nor may you transmit it or store it in any other website or other form of electronic retrieval system.

### **CONFIDENTIALITY**

For many clients, there is a very serious concern that their private matters stay PRIVATE. Our sessions are completely confidential. What we discuss is only between you, Jen Hirst and the group. My clients can count on safety, responsibility, and professionalism, but also unconditional conscientiousness of discretion, confidentiality, and ethics. Jen Hirst and Lighthouse Sobriety abide by all applicable federal and state laws that protect such confidentiality.

### **LEGAL ITEMS**

This Agreement may not be modified without the prior written consent of the Member and Jen Hirst. The waiver by either party of a breach, right or obligation shall not constitute a waiver of any other or subsequent breach, right or obligation. If any provision of this Agreement is found to be invalid or unenforceable for any reason, the remainder of this Agreement shall remain in full force and effect.

This Agreement sets forth the entire agreement between the parties and supersedes all prior proposals, agreements and representations between the parties, whether written or oral, regarding the subject matter herein. Neither party may assign this Agreement without the prior written consent of the other party. This Agreement shall be binding upon and shall benefit the parties and their respective successors and permitted assigns. Except as provided to the contrary herein, those provisions of the Agreement that by their nature and context are intended to survive the termination of this Agreement, shall survive any termination of this Agreement. This Agreement shall be construed and interpreted in accordance with the laws of Minnesota without reference to

its conflict of law provisions, and with the same force and effect as if fully executed and performed therein.

**If the terms of this Agreement are acceptable, please accept below.** By doing so, you acknowledge that: (1) you have read this agreement; (2) you have had an opportunity to discuss the contents with me and, if you desire, to have it reviewed by your attorney; and (3) you understand, accept and agree to abide by the terms hereof.

IN WITNESS WHEREOF, Member, Jen Hirst and Lighthouse Sobriety agree to the terms and conditions set forth in and have duly executed this Client Commitment & Agreement effective as of the date of purchase.

**Company Signature:** \_\_\_\_\_ Date \_\_\_\_\_

Print Name: Jennifer Hirst  
as President of Lighthouse Sobriety, LLC

**Member Signature:** \_\_\_\_\_ Date \_\_\_\_\_

Print Name: \_\_\_\_\_