Breathehab LIVE:
Respiratory Muscle Training for Clinicians
(in-person)

PARTICIPANT WAIVER

BREATHEHAB LIVE: RESPIRATORY MUSCLE TRAINING FOR CLINICIANS
PARTICIPANT WAIVER AND ACKNOWLEDGMENT FORM

NOTICE: These terms and conditions were made available for review prior to course registration at https://breathehab.com/waivers. By registering for this course, you acknowledged that you had the opportunity to review these terms before enrollment.

IMPORTANT NOTICE: This is a legally binding agreement that affects your legal rights. Please read it carefully before proceeding. If you do not agree to these terms, do not click "Mark Complete" and immediately contact the instructor at support@breathehab.com to discuss your concerns or request a refund in accordance with the published refund policy.

I, the undersigned participant, acknowledge and agree to the following terms and conditions for participation in the Breathehab LIVE: Respiratory Muscle Training for Clinicians course:

1. ASSUMPTION OF RISK
I acknowledge that participation in this in-person educational course involves inherent risks, including but not limited to: potential exposure to communicable diseases (including COVID-19 and other illnesses); interaction with other participants whose conduct I acknowledge is beyond the control of the course instructor; physical movement throughout the training facility; and risks associated with hands-on laboratory activities and demonstrations.

2. HANDS-ON LABORATORY ACTIVITIES
I understand that this course includes hands-on practice with respiratory muscle training (RMT) devices and equipment, which will require manual manipulation of various assessment and treatment devices. Participation as a practice patient is entirely voluntary, and I may choose to observe or practice on equipment only. Should I choose to volunteer to serve as a practice patient for maximal inspiratory pressure (MIP) and maximal expiratory pressure (MEP) testing, I acknowledge that these procedures involve breathing forcefully and maximally through a pressure meter, which may cause temporary discomfort, fatigue, dizziness, or shortness of breath. I understand the nature, risks, and benefits of these procedures and voluntarily consent to participate.

3. GROUP LEARNING ENVIRONMENT

I acknowledge that discussions & hands-on practice occur in a group setting and agree to maintain a supportive, professional, judgment-free learning environment for all participants. I agree to conduct myself in accordance with applicable professional codes of ethics and to treat all participants, instructors, and staff with respect.

4. FACILITY LIABILITY AND PROPERTY DAMAGE

I acknowledge that the course instructor is not responsible for the condition, safety, or functionality of the training facility, equipment provided by the facility, or any failures thereof. I assume all risks associated with the physical premises and equipment not directly provided by the instructor. I understand that information provided about the course location is supplied by the host site and that the instructor is not responsible for the accuracy of such information.

I understand that I am solely responsible for any damage I cause to the facility, its equipment, or furnishings, and agree to hold the instructor harmless for any such damage. Any liability for damage to host site property is between me and the host site. The instructor shall not be held liable for any claims, costs, or expenses arising from damage I cause to the host site.

5. INSTRUCTOR'S EQUIPMENT CARE AND LIABILITY

I acknowledge that the instructor provides specialized respiratory muscle training equipment and devices for hands-on practice during the course for multi-person use. I agree to handle all equipment with appropriate care and follow all instructions for proper use. I understand that I am financially responsible for repair or replacement costs for any damage to the instructor's equipment caused by my negligence, misuse, or failure to follow instructions. Normal wear and tear from proper instructional use is expected and not subject to this provision.

6. PRODUCT INFORMATION AND ENDORSEMENTS

I understand that respiratory muscle training devices and equipment discussed, demonstrated, or provided for hands-on practice during the course are presented for educational purposes only. Discussion of any device does not constitute an endorsement or recommendation for purchase or clinical use. Similarly, discussion of limitations, drawbacks, or concerns about any device does not constitute disparagement and is provided as educational information to help me make informed clinical decisions. I acknowledge that the instructor presents information about various devices objectively to support my professional development and that I am responsible for conducting my own research and evaluation when selecting equipment for my practice.

7. TRAVEL AND RELATED COSTS

I acknowledge that I am solely responsible for all costs associated with traveling to and from the course, including but not limited to transportation, lodging, meals, and any other

related expenses. I understand that the instructor is not responsible for reimbursing travel costs under any circumstances, including if the course is canceled or rescheduled. I am strongly encouraged to purchase travel insurance to protect against unforeseen circumstances.

8. ACCESSIBILITY AND ACCOMMODATIONS
If I require any accommodations to fully participate in the course (including but not limited to physical accessibility, visual or hearing accommodations, lactation space, dietary restrictions, or other needs), I agree to notify the instructor as soon as possible and no later than 30 days prior to the course start date. I understand that the instructor will make reasonable efforts to coordinate accommodations with the host site, but that some requests may not be feasible depending on facility limitations and timing of the request. Early notification allows the instructor the best opportunity to arrange appropriate accommodations.

I acknowledge that the instructor has received confirmation from the host site that amplified sound (for instructor voice and video content) and projection equipment will be provided to ensure accessibility for all learners. I understand that the instructor relies on the host site to provide and maintain this equipment, and that any equipment failures or limitations are the responsibility of the host site, not the instructor.

9. PERSONAL INSURANCE AND WELL-BEING
I acknowledge that I maintain appropriate professional liability insurance and health insurance coverage for my participation in educational activities and hands-on practice within my profession. I understand that serving as a practice patient for MIP/MEP testing is entirely voluntary. If I have any health concerns about my ability to safely participate in respiratory testing activities, I should consult my healthcare provider prior to the course.

10. EMERGENCY CONTACT INFORMATION
I agree to provide complete and accurate emergency contact information in the designated section of the course platform. I understand that this information will be kept confidential and used only in the unlikely event of an emergency during the course. I acknowledge that failure to provide emergency contact information may result in my inability to participate in hands-on laboratory activities or the course itself.

11. COMMUNICATION AND CORRESPONDENCE
I understand that email is the primary method of communication for important course information, including any changes to content, venue, timing, cancellations, or other critical updates. I am responsible for ensuring that I have whitelisted the instructor's email address (support@breathehab.com) to prevent course communications from being filtered to spam, junk, or promotional folders. I acknowledge that failure to receive email communications due to spam filtering or failure to monitor my email does not constitute grounds for refund or exception to course policies. I acknowledge that the instructor is

unable to address course inquiries via social media and that all course-related communication must be directed to the email address above.

I understand that the instructor responds to email inquiries as promptly as possible but is not always available for same-day responses. I acknowledge that the instructor has limited email access during the two days immediately preceding the course due to travel and course preparation. I am responsible for planning ahead and submitting any questions or concerns with adequate lead time.

12. PLATFORM ACCESS AND PREPARATION
I am responsible for logging into the course platform prior to the week of the course, familiarizing myself with the system, and ensuring I have access to all materials. I understand that my registration email contains troubleshooting suggestions for common access issues, and I agree to consult these resources before contacting the instructor. I acknowledge that the instructor may not be able to provide same-day technical support.

13. DEADLINES AND COURSE COMPLETION
I am responsible for meeting all course-related deadlines, including but not limited to downloading materials before access expires, completing required activities within specified timeframes, and utilizing promotional codes before expiration. I understand that extensions are not available and that failure to meet deadlines may result in loss of access or inability to receive course credit.

14. EDUCATIONAL PURPOSE AND SCOPE OF PRACTICE
I acknowledge that this course is for educational purposes only and does not constitute medical advice or create a patient-provider relationship. I agree that I will only implement respiratory muscle training techniques within my professional scope of practice, licensure requirements, and expertise, and that I am solely responsible for determining what falls within my scope of practice.

15. INTELLECTUAL PROPERTY AND COPYRIGHT
I acknowledge that all course materials, including but not limited to presentations, handouts, videos, equipment demonstrations, and other content, are the exclusive proprietary property of the course instructor and are protected by copyright law. Course materials are provided exclusively for my personal educational use as an enrolled participant. I agree not to reproduce, distribute, share, or use any course materials to train others without express written permission. Unauthorized use or distribution constitutes copyright infringement and may result in legal action and removal from the course without refund.

16. RELEASE OF LIABILITY
To the fullest extent permitted by law, I release, waive, discharge, and covenant not to sue the course instructor, Breathehab, the host site, and any affiliated entities or personnel

from any and all liability, claims, demands, actions, or causes of action whatsoever arising out of or related to any loss, damage, injury, or death that may be sustained by me during participation in this course, whether caused by negligence or otherwise, except for gross negligence or willful misconduct.

17. MEDIA RELEASE
I grant permission for photographs, video recordings, and other media capturing my likeness during the course to be used for future marketing materials, including but not limited to websites, social media, email communications, brochures, and promotional materials. I waive any right to inspect or approve the finished materials or to receive compensation for such use.

18. PERSONAL PROPERTY
I acknowledge that I am responsible for my own personal belongings and that the instructor, host site, and facility are not liable for any lost, stolen, or damaged property.

19. SEVERABILITY
If any provision of this agreement is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this agreement shall otherwise remain in full force and effect and enforceable.

20. GOVERNING LAW
This agreement shall be governed by and construed in accordance with the laws of North Carolina, without regard to its conflict of law provisions.

21. ACKNOWLEDGMENT OF UNDERSTANDING
I have carefully read this waiver and fully understand its contents. I am aware that this is a release of liability and a contract between myself and the course instructor, and I agree to it of my own free will with full knowledge of its significance.

ELECTRONIC SIGNATURE CONSENT

I understand and agree that by clicking "Mark Complete" on the course platform, I am providing my electronic signature to this agreement. I acknowledge that my electronic signature has the same legal effect and validity as a handwritten signature. By clicking "Mark Complete," I confirm that I have read, understood, and agree to be bound by all terms and conditions outlined in this agreement and all applicable terms and conditions posted on the Breathehab website.

By clicking "Mark Complete" below, you acknowledge that you have carefully read this entire agreement, fully understand its contents, and agree to be bound by all terms stated herein. This constitutes a legally binding electronic signature.

PLAIN-TEXT SUMMARY:

By clicking "Mark Complete," you are electronically signing this agreement and acknowledging that:

1. You understand the risks of attending an in-person course, including potential illness exposure and interaction with other participants
2. Hands-on activities involve using respiratory training devices; volunteering as a practice patient is entirely voluntary
3. You'll maintain professional behavior and work within your professional scope of practice
4. The instructor isn't responsible for the facility's condition, equipment, or safety; you're liable for any damage you cause to the host site's property
5. You're responsible for any damage to the instructor's equipment caused by your negligence or misuse
6. Device discussions are educational only, not endorsements or disparagement
7. You're responsible for all travel costs (even if the course is canceled) and are encouraged to purchase travel insurance
8. You must request accommodations at least 30 days in advance; the host site is responsible for A/V equipment
9. You maintain appropriate professional liability and health insurance; being a practice patient is voluntary
10. You must provide emergency contact information or may not be able to participate
11. Email (support@breathehab.com) is the primary communication method; you must whitelist this address and check your email regularly; the instructor has limited email access 2 days before the course
12. You must log into the platform before the course week, familiarize yourself with it, and troubleshoot using your registration email before contacting the instructor
13. You're responsible for meeting all deadlines (material downloads, course completion, promo codes, etc.) and extensions aren't available
14. The course is educational only, not medical advice
15. All materials are copyrighted and cannot be shared, reproduced, or used to train others
16. You release the instructor, Breathehab, and host site from liability except in cases of gross negligence or willful misconduct
17. Your photo/video may be used in future marketing materials
18. You're responsible for your personal belongings
19. If any part of this agreement is invalid, the rest remains in effect
20. This agreement is governed by North Carolina law
21. You've read and understand this legally binding agreement

You were provided the opportunity to review these terms prior to course registration. This summary is provided for convenience only and does not replace the full agreement above.

By clicking "Mark Complete," you are electronically signing this agreement and acknowledging that:

If you do not agree to these terms, do not click "Mark Complete." Instead, immediately contact support@breathehab.com to discuss your concerns or request a refund in accordance with the published refund policy.