

TERMS AND CONDITIONS OF PARTICIPATION AT EVENTS, PROGRAMS & RETREATS

Initial Event/Program Name: **Women Entrepreneur Rejuvenation Retreat**

Initial Event/Program Dates: **November 12-14, 2021**

Initial Event/Program Location: **Hybrid (In-person & Online options)**

THESE TERMS AND CONDITIONS OF PARTICIPATION AT EVENTS, PROGRAMS AND RETREATS (the "Terms") are entered into by the undersigned ("Participant") in connection with, and of the same date (the "Effective Date"), as that certain Registration Form (the "Registration") associated with the Event or Program referenced above and any future events or programs at any time any of which may occur during one or more days (collectively, the "Event") offered by T. LaMorne James, LLC and/or any of its affiliates (collectively, "Promoter"). In consideration of Participant registering for, attending and/or participating in the Event and other good and valuable consideration received, Participant hereby agrees as follows:

1. **Registration.** By registering for the Event, Participant signifies Participant's acceptance of, and obligation to abide by, the Registration and these Terms and any modifications to the foregoing as may be implemented by Promoter from time to time and reflected on Promoter's website (collectively, the Agreement"). If Participant has any objections to the Agreement, Participant should not register for, or attend, the Event. These Terms are entered into in connection with and are hereby incorporated into and made a part of the Agreement. In the event of any conflict between these Terms and the Registration, these Terms shall govern.
2. **Definitions.** Except as otherwise defined in these Terms, capitalized words used in these Terms shall have the same meanings as set forth in the Registration. For purposes of these Terms, the owners, directors, managers, officers, employees, contractors, agents, affiliates, successors and assigns of a party shall be called the "Related Parties". In no event shall any party hereto and its Related Parties be deemed to be a Related Party of any other party hereto or its Related Parties. Promoter and its Related Parties are sometimes herein called the "Released Parties." The Agreement and any other documents referenced therein, or referencing the Agreement, along with any amendments thereto, are herein collectively called the "Documents."
3. **Participation.** Participant shall pay all amounts and perform all obligations due to Promoter and its Related Parties in connection with the Event. Participant is responsible for his or her own expenses associated with the Event. If Participant fails to pay any amounts and/or perform any obligations in connection with the Event and/or under the Documents as and when due, Promoter reserves the right to take all actions in law and equity against Participant including cancellation of Participant's participation the Event without refund.
4. **Cancellation.** Participant understands that Promoter will incur certain costs in good faith reliance on Participant's attendance at the Event. If Participant cancels Participant's attendance at the Event or does not attend the Event, Participant may be required to forfeit all rights, training and payments associated with the Event in accordance with Promoter's policies associated with the Event.
5. **Reinstatement.** If Participant cancels Participant's Registration for the Event or does

not attend the Event, Participant retains the right to reinstate other similar training that may be offered at a future date for the Reinstatement Fee set forth in the Registration or otherwise established by Promoter plus any difference in Event or tuition costs between the missed Event and the future event at the time that the future event or training is provided. Participant's reinstatement and participation in any future event or training is subject to availability as determined by Promoter. If Participant does not participate in the Event, Promoter and its Related Parties shall not have any legal obligation to provide any future event or training of the same type or at the same location as the original Event.

6. **Travel.** Unless expressly provided otherwise in the Documents, Participant shall be responsible for all travel to, from and otherwise associated with the Event. If the Event will require Participant to engage in any significant travel, Participant should consider obtaining travel insurance in connection with the Event. Promoter and its Related Parties are not liable or responsible to provide any travel insurance associated with the Event.
7. **Required Documentation.** Participant shall take all actions and obtain all passports, permits, visas and other documents necessary for Participant to travel to and from all destinations associated with the Event in compliance with all applicable laws and any modifications thereto.
8. **Event Rules.** Promoter and the venue owner and their Related Parties as well as other individuals and entities associated with the Event may implement specific rules associated with the Event. Participant shall comply with all such rules and any other applicable laws and agreements associated with the Event.
9. **Liability Waiver.** Participant hereby represents and warrants that Participant has sufficient physical and mental health and financial capability to travel to and from, and participate in, the Event in a healthy and safe manner without any adverse consequences to Participant and/or Participant's Related Parties and Participant accepts all risks associated with the same. Participant should only travel to and from, and participate in, the Event if doing so will not adversely impact the physical and mental health and financial condition of Participant and/or Participant's Related Parties and Participant. Participant shall be legally responsible for his or her own physical and mental health, safety, behavior and financial condition in connection with traveling to and from, and participating in, the Event. Some aspects of the Event may involve (a) physical activity of standing, moving and sitting; (b) long hours of training; (c) homework assignments after hours of training; and (d) mental, emotional, and psychological efforts. Should Participant require emergency or other medical treatment as a result of accident, illness or other conditions arising in connection with the Event, Participant hereby consents to such treatment and the Released Parties shall not have any liability for the same.

Participant shall be financially responsible for any medical, legal and other charges that may be incurred as a result of such emergency and/or other medical treatment. Participant shall promptly notify Promoter orally and in writing if Participant is at any time or manner directly or indirectly injured or becomes ill in connection with the Event or if Participant has medical conditions about which emergency or other medical personnel should be informed; however, Participant understands that the Released Parties are not legally obligated to act on that information in any way or to provide any medical service or accommodation whatsoever to Participant. The Released Parties do not provide any

physical or mental health, suicide or other similar advice or intervention and Participant should contact Participant's own healthcare providers on such matters.

Participant agrees that if Participant has any medical, mental health or psychological conditions that may hamper Participant from fully, safely and healthfully participating in the Event, that Participant shall notify Promoter in writing of those conditions before the Event and that Promoter retains the right to ask that Participant not participate in portions, or the entirety, of the Event.

10. **No Professional Advice.** While Promoter hopes and believes that the Event and any tools, processes, strategies, information and other materials associated with the Event, the Released Parties or their respective websites (collectively, the "Materials") will benefit Participant, Participant understands that the Released Parties do not offer any professional, personal, mental, psychological, medical, health, suicide prevention, financial, accounting, investment, tax, legal or other professional advice and neither the Event nor the Materials should be deemed such advice. The Event and Materials do not replace or substitute for the services of trained professionals in any field, including, but not limited to, mental, psychological, medical, health, financial, accounting, investment, tax, legal or other professional fields. Participant acknowledges that if Participant is under the care of medical, psychological or other professionals that the Event and Materials are not intended to violate or otherwise conflict with the advice of such medical, psychological or other professionals and that Participant will not use any Materials in any manner that conflicts with the advice of Participant's medical, psychological or other professionals.
11. **General Disclaimers.** Participant understands that Promoter is in the business of providing personal development training, products and services. While Promoter hopes and believes that the Event and Materials will be beneficial to Participant, the Event and Materials are provided "as is" and the Released Parties do not make any representations or warranties of any kind, either express or implied, including, but not limited to, any implied warranties of merchantability or fitness for a particular purpose relative to the Event and associated Materials. Nothing associated with the Event or Materials shall constitute any kind of representation, warranty, promise or guaranty of profitability, earnings, investments, outcomes or successes.

Participant's success in obtaining certain results may depend on a number of factors including market conditions and Participant's skill, physical and mental health, knowledge, ability, dedication, business savvy and financial situation. Participant acknowledges that Participant is solely responsible for Participant's actions and results in life and business. Any forward-looking statements associated with the Event or Materials and/or the Released Parties are simply statements of possibilities, not representations, warranties, promises or guaranties.

If Promoter is unable to accommodate Participant's attendance at the event for any reason whatsoever, Promoter will make every effort to provide reasonable alternative accommodations for Participant that may include Live-Streaming of the event in an alternate location and a full refund of the ticket purchased for the event to be payable within 10 business days following the last day of the event. Participant shall not hold the Promoter liable for any other expenses including travel, hotel accommodations, parking, fuel, mileage, or any other expenses except for the amount of purchase for the specified event

ticket(s).

12. **Food Disclaimer.** Participant hereby acknowledges and agrees with the following: Promoter does not directly provide any food or beverages for Events but relies upon independent contractors to provide such food and beverages. Promoter counts on contractors to make every attempt to identify ingredients that may cause allergic reactions for those with food allergies. Effort is made to instruct food production contractors on the severity of food allergies. In addition, Promoter asks contractors to label items with possible allergen-containing ingredients; however, there is always a risk of contamination and/or inadequate disclosure.

Because of the number of meals served and the number of items used, along with food product changes from food vendors, it cannot be guaranteed that every allergen in the food and beverages served will be identified and labeled. There is also a possibility that manufacturers of the commercial foods and beverages contractors use could change the formulation at any time, without notice. Individuals concerned with food and beverage allergies need to be aware of this risk. Promoter and its Related Parties shall not assume any liability for adverse reactions to foods or beverages consumed, or items Participant may come in contact with, while eating or drinking any substances in connection with the Event. Individuals with food allergies who may need to use epi-pens or similar devices or other medications should carry their own. Promoter's staff does not carry epipens or similar devices or other medications and is not trained to administer epi-pens or similar devices or other medications and cannot provide or administer them. Individuals with food allergies are encouraged to contact their physicians for additional information and/or support.

13. **Proprietary Content and Materials.** Participant understands that the Materials are confidential, copyrighted, proprietary to, and owned by, the Released Parties. Participant shall not record, duplicate, distribute, teach or train from the Materials in any manner whatsoever without the express written permission of Promoter. Participant shall not use any device to video, photograph or record any aspect of the Event. If Participant does not abide by this policy, Participant may be asked to destroy any recorded materials associated with the Event and Participant may be asked to leave the Event and will not be eligible for a refund.

Any profits, income, royalties or other benefits resulting from any unauthorized use or distribution of the proprietary concepts, Materials and intellectual property belonging to the Released Parties shall inure solely to the benefit of the Released Parties. Any unauthorized use or distribution of the proprietary concepts, Materials and intellectual property belonging to the Released Parties by Participant or its Related Parties is prohibited and Promoter shall have the right to pursue legal action and full damages if the Documents are violated in order to protect the rights of the Released Parties.

14. **Audio/Visual Release.** By participating in the Event, Participant understands that portions of the Event may be recorded or captured in videos, photographs, audio recordings and/or other media (the "Recordings"). Participant agrees that Promoter and its Related Parties own all right, title and interest in the Recordings and have the right and permission to use the Recordings even if they include Participant'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 notice or compensation to Participant for the use of such Recordings. If Participant does not want to be captured in any such Recordings, Participant should make special arrangements with Promoter on such matters. While Promoter will make good faith efforts to honor such privacy requests, the Released Parties shall not have any liability in connection with the same.

15. No Negative Statements or Actions. Participant shall not at any time directly or indirectly take any action and/or make, publish, file or record any oral or written statements that would likely have a negative or injurious impact upon, or that is derogatory, defamatory, libelous or slanderous to, any of the Released Parties.

16. Limitations on Liability.

a. Participant hereby irrevocably, unconditionally and forever assumes liability for, releases, waives, defends, covenants not to sue, holds harmless and indemnifies the Released Parties from and against any and all liabilities, actions, claims, debts, liens, demands, obligations, damages, losses, accidents, illnesses, injuries, deaths, delays, inconveniences, losses of employment or income, upsets, disappointments, distresses or frustrations (whether physical or mental), acts of God, sicknesses, thefts, labor disputes, mechanical break-downs, government actions, and/or expenses, including attorneys' fees and costs, and/or other claims incurred at any time directly or indirectly, entirely or in part by Participant or its Related Parties in connection with the Event, the Materials, or the Released Parties (collectively, the "Released Matters").

b. The Released Parties shall not have any personal, recourse and/or deficiency liability in connection with the Released Matters. The Released Parties shall not have any liability for consequential, special, exemplary, punitive damages or other damages in addition to actual compensatory damages, as those actual compensatory damages may be further limited by contract or applicable law regardless of the form of action, whether in contract, warranty, tort (including negligence), strict liability, or otherwise. If the Released Parties are ever deemed liable for any actual compensatory or other damages, those damages shall be limited to the amount that Promoter actually received from Participant for the Event. The Released Parties shall not have any liability to Participant or its Related Parties for any claim that is, or should have reasonably been covered by, Participant's insurance.

c. In the event that Participant ever has any complaint or brings any legal action in connection with the Released Parties, the Event or the Materials, Participant shall not include Mary Morrissey in such complaint or legal action and Participant hereby irrevocably, unconditionally and forever releases Mary Morrissey personally from any and all such liabilities, actions, and claims.

d. With respect to all waivers in the Agreement, it is further understood and agreed that any and all rights under the provisions of Section 1427 of the Texas Civil Code are expressly waived by Participant. That Section provides as follows: "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

e. In the event that Participant has any claim, demand, offset, right or defense assertable

against any Released Party in connection with any Released Matter, such claim shall be entirely barred, and fully released and waived, unless Promoter and the Released Party in question receive written notice of such claim within 14 days following the first occurrence of the event on which the claim is based and Participant commences legal proceedings respecting such claim within 6 months after the first occurrence of the event on which the claim is based. Legal proceedings shall be considered commenced only upon the filing of a complaint in a court of law having jurisdiction over the claim.

17. Dispute Resolution.

a. Arbitration. Except as provided in subsection (b) below, to the fullest extent permitted by applicable laws, any dispute, claim or disagreement of any kind by Participant in connection with the Agreement, the Event and/or the Released Parties or otherwise (collectively the "Dispute") shall be resolved only by mutual agreement between the parties or by confidential binding arbitration (without right of appeal) in accordance with this provision. The arbitrator may grant injunctions or other relief in such dispute or controversy. Participant shall not have the right to resolve any Dispute by filing an action in any court of law. Participant shall only have the right to submit a Dispute for resolution by binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules including the Emergency Interim Relief Procedures. Any such arbitration shall be conducted at an office of the American Arbitration Association nearest to Promoter's principal office. The cost of arbitration, including the fees of the arbitrator(s), shall initially be borne by Participant; provided, the prevailing party shall be entitled to recover the costs of arbitration, in addition to reasonable and actual attorneys' fees and expenses, collection costs and other expenses incurred during the entire Dispute as reasonably determined by the arbitrator(s). Participant shall keep the results of any such arbitration entirely confidential and only disclose the same to the extent required to enforce or defend such results or as otherwise required by law. Participant waives all rights to a trial by jury to the extent allowed by applicable laws. Participant hereby waives the right to plead any statute of limitations as a defense to any obligation under the Agreement to the fullest extent permitted by law.

b. Equitable Remedies. Subject to the arbitration provisions in this Agreement, in the event of any default by Participant under the Agreement, Promoter may exercise all rights and remedies available at law and in equity and those rights and remedies shall be cumulative. Participant acknowledges that monetary damages may not be a sufficient remedy for unauthorized disclosure or use of the proprietary concepts, Materials and intellectual property belonging to the Released Parties, and that the Released Parties shall be entitled, without waiving any other rights or remedies, to obtain injunctive relief, without bond, to restrain any breach or threatened breach or otherwise to specifically enforce such provisions of the Agreement, and to such additional relief as may be deemed proper by a court of competent jurisdiction. Participant hereby consents to the jurisdiction of the federal, state and other courts nearest to Promoter's principal office.

18. Governing Law and Jurisdiction. The Documents shall be governed by and construed in accordance with the laws of the State of Texas without regard to its conflict of laws rules. In the event that any mediation, arbitration or other legal action is instituted in connection with the Documents, Promoter or its Related Parties shall have the right to bring such

action in Harris County, Texas and Participant hereby agrees to that jurisdiction.

19. **Modifications.** No person, other than Promoter may vary, add or waive any provisions of the Documents. Promoter shall have the right to modify the Documents at any time and such modifications and/or modified Documents shall be set forth on Promoter's website and binding upon Participant. Although good faith efforts shall be made to conduct the Event and any associated training and travel substantially as set forth in the itinerary, all terms and conditions associated with an Event, including fares, schedules, locations and rates are subject to change by Promoter without notice.
20. **Approvals and Consents.** Except as may be expressly stated otherwise in the Documents, any consent or approval of Promoter under the Documents may be given or withheld in the sole discretion of Promoter.
21. **Force Majeure.** Promoter shall not be liable for any delay or failure in performance under the Documents, resulting directly or indirectly from acts of God, or any causes beyond the reasonable control of Promoter.
22. **Waiver.** A waiver by either party of any term or condition of the Documents in any instance shall not be deemed or construed as a waiver of such term or condition for the future, or of any subsequent breach thereof. All remedies, rights, undertakings, obligation and agreement contained in the Documents shall be cumulative and none of them shall be in limitation of any other remedy, fight, undertaking or agreement of either party set forth herein.
23. **Miscellaneous.** If any portion of the Documents is held to be unenforceable, any enforceable portion thereof and the remaining provisions shall continue in full force and effect. Participant has read the Documents and has executed them voluntarily after having been apprised of all relevant information and risks and having had the opportunity to obtain legal counsel of Participant's choice. The Documents are binding upon Participant and its Related Parties. Participant represents and warrants that Participant has the legal capacity and is duly authorized to enter into the Documents and that the Documents constitute the legal, valid, binding, and enforceable obligations of Participant.
24. **Complete and Final Agreement.** The Agreement (including all exhibits or attachments which are incorporated herein by this reference) constitutes the entire agreement between Promoter and Participant with respect to the subject matter at hand and supersedes all prior or contemporaneous communications, proposals or understandings, whether electronic, oral or written.