

Welcome to the Zesty Ginger 7-day In-Person Retreat (“Program”) and congratulations!!!! This Program is administered by Zesty Ginger LLC., (“Zesty Ginger”) a Virginia Limited Liability Corporation. The information presented in this 7-day, in-person program is useful in creating lasting change and by signing this agreement the participant in the training (‘The Participant’) agrees to use this information only for the purpose of self-improvement and/or to achieve a positive outcome when working with others.

Please read the following. If anything is unclear, please ask.

1. SERVICES PROVIDED

This Agreement is made today between Zesty Ginger and the Participant

- A. 7-Day, in-person Program;
 - a. NLP Practitioner Certification
 - b. Quantum Time Technique Certification
 - c. Hypnosis Certification
 - d. NLP Life Coaching Certification
- B. Support and education via handouts, videos & resources
- C. NLP Basics Online Training course (\$2000 value) for support before & after training

2. SCHEDULING

This Program is a 7-day, in-person training on Sat April 29, 2023 – Fri May 5, 2023, between the hours of 9 am - 7 pm in Dallas TX (exact address TBD).

Travel – If you are flying in please make sure to arrive on April 28th to be ready to start at 9 am on April 29th. Graduation will take place on May 5th around 6 pm. In order not to miss any festivities, plan on departing in May 6th.

3. PAYMENTS & REFUND POLICY

The in-training investment of the **Program** is \$6000 (regular \$8,000). Payment may be made by credit card or PayPal. A deposit of \$1,000 is required to secure your spot & in-training investment pricing. This deposit is non-refundable.

The remainder of the investment is due by April 1, 2023, or you will forfeit your spot & your deposit.

7-Day Refund Policy: You may cancel this transaction without penalty or obligation by submitting to Zesty Ginger, LLC, a signed and dated written notice within 7 days of signing up for the event. (Note: Refunds can take approximately 4-6 weeks to post to your account.)

No-Show Fee: If you do not attend the event without express written consent from Zesty Ginger, you will forfeit your tuition for the event.

Exclusion: Travel expenses, housing, transportation & food are all not included.

4. NOT MEDICAL CARE OR TREATMENT

Zesty Ginger and its Coaches are not acting in the capacity of a doctor, licensed dietician, psychologist or any other licensed/registered professional. Zesty Ginger Program will not diagnose, treat, or cure in any manner, any disease, condition, or other physical or mental human ailment. The Services provided per the terms of this agreement and during the duration of the Program are not intended to replace individual relationships with licensed qualified health care professionals or therapists and are not intended as medical advice. Zesty Ginger Group encourages you to continue visiting with and being treated by your primary care physician and mental health providers. Only a Licensed Medical Professional can diagnose certain ailments and prescribe treatments and medications for you. Do not ignore or delay seeking medical advice or treatment because of any information obtained from this Program.

The Participant acknowledges that the Participant takes full responsibility for the Participant’s life and well-being; including and all decisions made during and after this Program.

5. DISCLAIMER AND LIMITATION OF LIABILITY

Release

Participant understands this Program includes the option to participate in physical activities that involve a certain level of physical activity, which carries with it certain inherent risks. This may include, but is not limited to stretching, walking, dancing, and any other similar wellness-centered activity Zesty Ginger may see fit. By execution of this agreement, Participant accepts and assumes all risks associated, as well as full responsibility for any and all injuries, damages (economic and noneconomic), and losses of any type, and fully and forever release and discharge Zesty Ginger, any affiliates or employees of Zesty Ginger, and any individuals participating as guest speakers or experts at the Program from any claims, demands, damages, rights of action or causes of action – present or future – whether known or unknown, anticipated or unanticipated, resulting from or arising out of participation in the Program.

Participant agrees to be solely responsible for her safety, as well as the safety of any guests she may have brought. She agrees to conduct herself in a reasonable and controlled manner at all times while at the Program, and refrain from partaking in any activities that may cause her injury or illness. Participant understands Zesty Ginger is not responsible for any property lost, stolen, or damaged while at the Program.

Potential Risks

Participant understands and acknowledge there may also be a risk from contact with other Participants, including negligent or wanton acts of other Participant, failures in following guidelines and rules of the event or any applicable laws, any defects of conditions of the premises where the theProgram is held, and/or any effects of weather, including heat, cold, rain, winds, storms, or humidity. Participant further acknowledges that each of these risks are that which Participant voluntarily assumes, and agrees Zesty Ginger is in no way responsible or liable for any negative results or injuries she may sustain as a result of the above risks she may encounter.

The Participant understands that the role of Zesty Ginger is not to prescribe or assess micro and macronutrient levels; provide health care, medical or therapy services; or to diagnose, treat or cure any disease, condition or other physical or mental ailment of the human body. Rather, Zesty Ginger acts as mentor and guide who have been trained in health and life coaching to help Participants reach their own life goals by helping Participants devise and implement positive, sustainable lifestyle changes.

6. EXCLUSION OF WARRANTIES

We will provide our services to you with reasonable care and skill. But we make no other warranty, express or implied with respect to the Program. All other warranties are excluded to the maximum extent permitted by law.

We make no warranty, expressed or implied, as to the quality or effectiveness of any diagnosis, apparatus, treatment or product. In no event will we be liable for any physical or mental injury, or any negative side effects, that may arise from the use of any such diagnosis, apparatus, treatment or product. We believe that the information we provide, including that on our web sites, brochures, flyers and information packets, is accurate, but we cannot guarantee such accuracy. We therefore make no warranty as to the accuracy of that information, and it should not be relied upon as being correct, complete or accurate. It is your responsibility to verify such matters.

7. CONFIDENTIALITY

Participant acknowledges that oftentimes when Services are being rendered to Participant, Participant may disclose personal or confidential information to facilitate the Program. Zesty Ginger team members will keep the Participant's information private, and will not share the Participant's information to any third party unless compelled to by law or with the Participant's express consent. In the event that during the program, Participant is exposed to what may be deemed personal or confidential information of other Participants. Participant agrees this information will not be disclosed to any third party.

8. AFFILIATE DISCLOSURES

From time to time Zesty Ginger may receive compensation from certain affiliates whose products or supplements we recommend or provide links to on our website. Even though Zesty Ginger may receive limited compensation for the products or supplements we recommend, such recommendations are based on Zesty Ginger honest opinions, findings, beliefs, or experiences with the products or supplements. Any product claim or other representation about a product should be verified with the manufacturer, provider or party in question.

9. ARBITRATION, CHOICE OF LAW, AND LIMITED REMEDIES

In the event that a dispute between Zesty Ginger and Participant arises with respect to the services provided pursuant to this agreement or otherwise pertaining to the relationship between the parties they will first attempt to resolve the dispute through informal discussion. If informal discussions are not successful, the parties agree to submit to binding arbitration before the American Arbitration Association. Any judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Such arbitration shall be conducted by a single arbitrator. The sole remedy that can be awarded to the Participant in the event that an award is granted in arbitration is refund of the Program Fee. Without limiting the generality of the foregoing, no award of consequential or other damages, unless specifically set forth herein, may be granted to the Participant.

This agreement shall be construed according to the laws of the State of Virginia. All actions or proceedings arising in connection with this Agreement shall be determined only in Virginia Beach, Virginia.

10. DAMAGE LIMITATION AND LIQUIDATED DAMAGES

The Participant agrees that it would be extremely difficult and impractical to determine actual damages to the Participant, if any; arising from the Service's performed. Therefore, if Zesty Ginger is found liable for any loss or damage under this agreement, Zesty Ginger liability shall be solely and completely limited to the total payment(s) made for the Services rendered.

11. INTELLECTUAL PROPERTY RIGHTS

During the course of obtaining Services from Zesty Ginger, Participant will be exposed to "Proprietary Information." Proprietary information includes methods, processes, procedures, 'Know-how', and any other information not known to the general public which is introduced to Participant during the receipt of Services. Participant agrees that he or she shall not disclose at any time to third parties Proprietary Information that is obtained during the receipt of Services from Zesty Ginger.

Participant agrees that any recorded or written material included as part of this training is protected by Trademark and Copyright laws and may not be used without obtaining prior written permission of the appropriate parties.

12. SEVERABILITY

Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall nevertheless remain in full force and effect and the invalid or unenforceable provision shall be replaced by a valid or enforceable provision.

13. ENTIRE AGREEMENT

This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties. This Agreement may be modified or amended, if the amendment is made in writing and is signed by both parties.

By joining this program the Participant acknowledges that: (1) he/she has received a copy of this letter agreement; (2) he/she has had an opportunity to discuss the contents of the Agreement with Zesty Ginger and, if desired, to have it reviewed by an attorney; he/she is 18 of years of age or older; and (3) the Participant understands, accepts and agrees to abide by the terms hereof.

14. TRAVEL

Participant also acknowledges she will likely choose to travel in order to attend the Program, and confirms that her decision to travel, and manner and mode by which she chooses to travel in order to get to the Program is wholly of her own choosing, and not in any way associated with the Program or Zesty Ginger. Should she encounter a negative situation or result from her choice of manner of travel, Participant understands and agrees that Zesty Ginger is neither responsible nor liable in any way, and that her travel is in no way associated with the Event. Zesty Ginger will likely suggest hotels and/or locations for accommodates, that may or may not be included in the purchase price of the Program. Whether or not the cost of the accommodation is included in the purchase price of the Program, the Participant understands any issue with her hotel stay, accommodations, or any such similar issue is purely between the Participant and the manager or owner of the hotel or accommodations. While Zesty Ginger will do everything possible to assist Participant with any such issue, Zesty Ginger is not to be held responsible for any such negative experience.

15. COVID-19 WAIVER

Participant confirms he/she is personally updated on the COVID-19 pandemic situation, and has done sufficient research to independently assess whether she feels safe traveling to and from the Program, staying in close proximity to other guests, and otherwise engaging in all activities scheduled within the Program. Please DO NOT attend the Program if you are experiencing any COVID-19 symptoms, or have been exposed to someone who has tested positive within two (2) weeks of the Program, even if you are not symptomatic. Any Participant who cancels due to illness and cannot attend will be able to apply the investment of the program to the next event – do not attend if you are not well. Zesty Ginger will do his/her best to ensure all attendees are checked for fevers and other illness symptoms prior to checking in to the Program, and requests that all Participants use caution and exercise his/her own best judgment in concluding whether he/she is sufficiently healthy to attend the Program. Participant confirms he/she will not hold Zesty Ginger responsible nor liable if he/she contracts COVID-19 from the Program – whether due to the Program itself, travel to/from location, or general exposure to other individuals throughout the duration of the trip. Participant confirms it is ultimately his/her responsibility to decide whether he/she wishes to attend the Program, and if Participant decides to attend, it is Participant's voluntary choice. Zesty Ginger will not be responsible for ensuring all guests are respecting social distancing, wearing masks, or sanitizing appropriately – though it will be encouraged and requested. Participant confirms Zesty Ginger is not responsible for Participant's decisions or health and well-being in this respect, and agrees Zesty Ginger is not responsible nor liable should Participant contract COVID-19 or any other illness due to the Program.

16. MEDICAL EVALUATION

Participant confirms she has completed any testing necessary to confirm she is medically and physically able to participate in the Program, and takes full responsibility for her physical well-being at the Program. If she is pregnant, disabled in any way, or has recently suffered an illness, injury, or impairment, Participant confirms she either has or will consult her personal physician regarding this issue prior to attending the Program, and receive full medical clearance to participate in the Program *before attending*. If Participant chooses not to see her physician prior to attending the Program, she understands this is her choice, and Zesty Ginger is not liable should any injury or aggravation occur.

Should it be determined at any time during the Program that the Participant is in need of medical attention, Participant consents to receiving emergency medical care and transportation as deemed appropriate and necessary by medical professionals called to the Program, or on site with the venue. This Release also extends to any liability arising out of or related to any medical treatment provided to Participant, including but not limited to negligent emergency rescue options. Participant confirms that should she sustain any injury requiring medical attention, Zesty Ginger is not liable. Participant agrees to hold Zesty Ginger harmless from any injury or illness sustained, directly or indirectly caused by participation in the Program.

17. PHOTO/MEDIA RELEASE

Participant understands and agrees that the Program may be filmed, recorded, and/or documented by photographers, media, or other members of the press. Participant grants Zesty Ginger a royalty-free, irrevocable license to use Participant's name, likeness, and image in using such video and photography from Program for commercial use, as they see fit. This may include but is not limited to posting photos and video on Zesty Ginger's website, future sales pages and advertisements for future Programs, and to promote the Program and event in general. Zesty Ginger may also sell or assign the right to use such images or other materials to third parties. By signing this agreement, Participant provides Zesty Ginger with a full, irrevocable release allowing Zesty Ginger and any attending guests of Zesty Ginger to use her name and likeness, and all such footage in any way she sees fit.

As a participant, Participant agrees to NOT record this training or any part thereof. Participant understands that Zesty Ginger is not responsible for footage, photographs, and any other information obtained by Program attendees and posted on social media, the Internet, and/or other avenues. Participant agrees to fully indemnify and hold harmless Zesty Ginger and any affiliates of Program should any attendee post or broadcast any form of photography or media regarding Participant. Zesty Ginger is not responsible nor liable for what attendees may post, and Participant agrees he or she is attending the Program voluntarily, and assumes any and all such risks of being photographed or otherwise recorded by Program attendees.

18. VOLUNTARY PARTICIPATION

Participant agrees and understands that her decision to attend this Program is purely voluntary; any negative experiences before, during, or after the Program is at no fault or responsibility of Zesty GInger. Participant will not hold Zesty GInger responsible for any injury, issue, or negative experience had at the Program as a result of her attendance at the Program, or any portion of travel to and from the Program.

Signed by Zesty Ginger: _____ Date: _____

Signed by Participant: _____ Date: _____