## **Policies and Conditions**

## **Program Registration Agreement**

In consideration of participation in the Activities (as defined below), I, the undersigned, for myself, my personal representatives, assigns, heirs, and next of kin, agrees to the following terms:

**Definitions:** The term "Activities" means the program ("Program") purchased under this Program Registration Agreement ("Agreement") as identified on the Program Registration Form and other related activities. The term "Tao" includes Tao Fellowship, an Arizona nonprofit corporation, doing business as Sedona Mago Center for Wellbeing and Retreat, its referring entities, entities participating the delivery of the Activities and the owners and lessors of the premises ("Premises") used for the Activities, owners or operators of any Internet site, web-based service, app, online medium, or other platform used for the Activities, and all their respective employees, servants, agents, principals, directors, managers, volunteers, shareholders, officers and affiliates.

**Statement of purpose and compliance:** I acknowledge that the purpose of my visit to Sedona Mago Center for Wellbeing and Retreat is to learn about the principles of Taoism and participate in its practices. I acknowledge that I was informed of the rules and guidelines of Tao Fellowship and understand that I am required to follow the rules and guidelines during my stay in the premises of Tao Fellowship.

**Photo/Video/Audio/Testimonial Release:** I authorize Tao to record my name, likeness, image, voice, appearance and/or performance during the Activities by audio, video, photo camera, or other means, and grant Tao the right to copyright, use, re-use, publish, republish, broadcast, exhibit, market, sell and otherwise distribute such recordings and my name, written testimonial and biographical information, for any purpose, in perpetuity and worldwide. I understand that when I participate in Activities online via a web-based platform or application, I am in control of my device and may turn off my camera, mute my microphone, and/or otherwise restrict my input.

**Physical Contact:** I understand and agree that it may be necessary for Tao's staff to touch parts of my body during the Activities and hereby give permission for such touching.

**Voluntary Participation:** I represent my participation in and payment for the Activities are voluntary and based on my free will, and not as a result of undue influence, coercion, pressure, a condition of employment, or to satisfy anyone other than me.

**No Medical Services or Advice:** I understand that Tao does not provide medical, psychological or other professional health care, advice, diagnosis or treatment. I represent that I am not participating in the Activities to handle a physical, mental, or emotional illness and I am clear that no portion of the Activities is delivered or supervised by health professionals.

**Protection of Proprietary Information:** I understand that all materials, concepts, and information ("Proprietary Information") presented by Tao during the Activities, either orally or in writing, are the property of Tao and protected by copyright, trade secret, and other applicable laws. I agree not to copy, record, modify, transmit, display, perform, create derivative works from, distribute or reproduce in any way any Proprietary Information without Tao's written permission.

(1) This Agreement may be cancelled at any time prior to midnight of the third business day after the date of this Agreement, excluding Saturdays, Sundays and public holidays. In a cancellation under this subsection (1), all monies paid under this Agreement will be refunded.

(2) All monies paid for the Program will be refunded in full (less a \$50 administrative fee) if a refund request is received 14 or more days before the Program begins.

(3) If a refund request is received between 13 days and 1 day before the Program begins, a nonrefundable credit (less a \$50 administrative fee) will be granted and the credit can be used towards any Tao program or stay for one year after the date of grant.

(4) If the Program is a Personal Retreat, all monies paid for the Personal Retreat will be refunded if a refund request is received 8 or more days before the Personal Retreat. If a refund request for the Personal Retreat is received within 7 days before the Personal Retreat begins, all monies paid for the Personal Retreat will be refunded less an administrative fee of \$50.

(5) Any refund under this Agreement will be paid within 14 business days of Tao Fellowship's receipt of the refund request.

(6) No refund for the Program will be available solely because of dissatisfaction with the presentation or contents of the Program. I understand and agree that no credit or refund for the Program shall be available if I cancel on the arrival day; if I do not show up; or if I leave the Program early for any reason.

(7) All notices of cancellation and refund requests shall be made by contacting Welcome Center via email <u>welcome@sedonamagoretreat.org</u> or by calling <u>928-204-3391</u> or in writing, including specific reasons, and submitted in person or by mail to: Tao Fellowship, 989 South Main St., Ste A, PMB-605, Cottonwood, AZ 86326.

**Dispute Resolution / Governing Law:** Any dispute or claim relating in any way to, this Agreement, the relationship between me and Tao or products or services provided by Tao (hereafter "Dispute") will be resolved by binding arbitration, rather than in court. The arbitration will be conducted by the American Arbitration Association (hereafter "AAA") under its rules, including the AAA's Supplementary Procedures for Consumer-Related Disputes. The AAA's rules are available at www.adr.org or by calling 1-800-778-7879. Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules. The arbitration will be conducted by a single, neutral arbitrator and will take place in the State of Arizona or at another mutually agreed location. Any arbitration, lawsuit or other proceedings to resolve a Dispute will be conducted on an individual basis and not in a class, consolidated, collective or private attorney general action. If for any reason a Dispute proceeds in court rather than in arbitration, Tao and I will waive any right to a jury trial. All aspects of the arbitration shall be strictly confidential and nothing from the arbitration shall be made public. This Agreement, as well as any and all Disputes, will be governed by and construed in accordance with the Federal Arbitration Act, applicable

federal law, and the laws of the State of Arizona without regard to any conflict or choice of law principles.

Acknowledgement and Assumption of Risk / No Medical Condition: I acknowledge and understand that certain risks may occur during my participation in the Activities or use of the Premises. I further recognize that these risks may also include physical, emotional or psychological damage or injury, not excluding fatality and as I progress and advance through the Activities, physical and mental demands may increase and at times be extremely strenuous and exhausting, both physically and mentally. I voluntarily assume all such risks. I acknowledge that I have consulted or have had an opportunity to consult with my own physician or other appropriate medical professional, and represent that I am in good physical and mental condition and have no medical reason or impairment that might prevent me from participation in the Activities or use of the Premises.

Waiver and Release: I hereby forever and expressly release Tao from any and all claims, demands, suits, judgments, damages, actions and liabilities of every name and nature whatsoever, whenever occurring, whether known or unknown, contingent or fixed, at law or in equity, that arise out of the Activities or my use of the Premises, including any injury or harm to me, or loss or theft of or damage to my property. I agree to not bring or be a party to any legal action or claim against Tao based upon or arising out of my participation in the Activities or use of the Premises, on any legal theory, including but not limited to personal injury, undue influence and infliction of emotional distress.

**Miscellaneous Provisions:** This Agreement contains the entire agreement between me and Tao with respect to the subject matter hereof and replaces any oral or other written agreements or representations. If any provision of this Agreement or its application is invalid or unenforceable, the remainder of this Agreement will not be impaired or affected and will remain in full force and effect.