

THE BIOMECHANICS METHOD EDUCATIONAL PROGRAMS TERMS AND CONDITIONS

PLEASE CAREFULLY READ these terms of use and terms and conditions of sale (collectively with any amendments hereto, "TERMS AND CONDITIONS") carefully before placing an order or utilizing The BioMechanics Method courses or materials. By using this web site or any web site of The Biomechanics, and/or placing an order for The Biomechanics LLC products or services from this site or through an authorized distribution partner or channel, you agree to be bound by these terms and conditions and any amendments thereto. IF YOU DO NOT AGREE to the terms and conditions, please do not use our site(s) or order or use The Biomechanics products or services.

By using the Site, placing an order through the Site, and/or utilizing The BioMechanics Method programs or materials you confirm that you have read, understood, and agree to these Terms and Conditions in their entirety. If you do not agree to these Terms and Conditions in their entirety, you must not order any product or service through or otherwise use the Site, or The BioMechanics Method products or materials.

The Terms and Conditions may be changed in the future without further notice. We recommend that each time you access our website(s) you read these terms and conditions. Your continued use of the Site and/or other products or services of The BioMechanics after any such changes constitutes your acceptance of the new Terms and Conditions.

These Terms and Conditions apply to your access to, and use of, the Site, any order you place through any of The BioMechanics Web sites or authorized distributors, and to all products and services we supply, produce, distribute, or market.

RELEASE OF LIABILITY

Enrollment or participation in The BioMechanics Method courses or programs is expressly conditioned on acceptance of the ASSUMPTION OF RISK, RELEASE OF LIABILITY AND INDEMNITY AGREEMENT contained herein and on our website. You may find the details of this Agreement by clicking on the Release of Liability link in the site menu navigation bar located at the bottom of each page of our website. Please read the information contained in the Assumption of Risk, Release of Liability and Indemnity Agreement carefully as your purchase of The BioMechanics Method courses and programs conveys your acceptance of and agreement to the information contained therein as well as the Terms and Conditions listed below.

AUTHORIZED USE – INDIVIDUAL USERS ONLY

Individuals who purchase education products, courses, or services from The BioMechanics related to the processes, procedures, information, or protocols contained in The BioMechanics Method are given limited permission to use such information for their own personal use with their own personal clients ONLY provided that they do not delete or change any copyright symbol, trademark or other proprietary notice. They are permitted to utilize the procedures, protocols, exercises, assessment tools and marketing materials as a single trainer or practitioner ONLY.

Individuals who purchase The BioMechanics Method courses, materials, or services are not permitted to copy, modify, reproduce, distribute, republish, download, perform, display, post, transmit, sell, re-sell, or make into derivative works in any form or by any means, including, but not limited to, electronic, mechanical, photocopying, recording, or otherwise, the information contained in those courses without the prior written permission of The BioMechanics. Use of our content in any other way infringes our intellectual property rights and is illegal. Federal law provides severe civil and criminal penalties for the unauthorized distribution, reproduction, or use of copyrighted materials. Individual users are not conveyed any right or license by implication, estoppel, or otherwise to use The BioMechanics Method for any commercial exploitation that involves persons other than the original purchaser of the material.

Groups, companies, or organizations who wish to purchase multiple copies of The BioMechanics Method products or courses or wish to train more than one individual in our processes, assessment protocols, exercises or methods must contact The BioMechanics to arrange permission to license the materials.

DISTANCE LEARNING COURSE REFUND POLICY

Individuals who enroll in The BioMechanics Method courses and subsequently decide not to proceed with the course(s) may be eligible to return the course materials for a refund (not including shipping and handling). In order to be eligible for a refund for a distance learning course, the following requirements MUST be met:

1. If you have purchased The BioMechanics Method course(s) from one of our authorized distributors, please refer to their return and refund policies as your purchase is subject entirely to the resellers' terms and conditions.
2. If you purchased a hard copy only course version directly from The BioMechanics or through thebiomechanicsmethod.com website, you must notify The BioMechanics, in writing, of your desire to withdraw from the course within 30 days of your original course purchase date. Send notice to the address below or via email to customerservice@thebiomechanicsmethod.com.

3. All hard copy course materials must be returned in the original packaging and in marketable condition. Returned items must also be received within 30 days from the date of the original course purchase date. Items received after this date will not be accepted and will not be eligible for a refund. Shipping costs for returned items are the responsibility of the customer and should be paid at the time of shipping. C.O.D. items will not be accepted under any circumstances. Please allow 15 days for the refund to be processed. A restocking fee of 20% of the total cost of the course/program will be charged on all returned items.

4. There are NO refunds for online courses/hard copy plus online course versions/programs with downloadable/printable elements. **All sales are final.**

Please mail all withdraw notifications and returned items to: The BioMechanics Attn: Returns Department, 3911 Cleveland Ave, #33895, San Diego, CA 92163

EXCHANGE POLICY

Your satisfaction is our number one priority. All materials contained in The BioMechanics Method courses and sold by The BioMechanics are guaranteed to reach you in excellent condition. In the unlikely event that you receive a product that is damaged or defective, and you purchased your item(s) directly from The BioMechanics or through thebiomechanicsmethod.com website, you may request a replacement of the same item at no additional cost. All requests for replacements must be made within 30 days from the date of the original course registration confirmation date (or purchase date for other products) and should be sent to customerservice@thebiomechanicsmethod.com. No exchanges can be made for any reason more than 30 calendar days after your original course registration or purchase date (or date of purchase for other products).

If you have purchased The BioMechanics Method course(s) from one of our authorized distributors, please refer to their return, exchange, and refund policies as your purchase is subject to the resellers' terms and conditions.

CHANGES TO THE SITE

The BioMechanics may, in its sole discretion, terminate, change, modify, suspend, make improvements to, or discontinue any aspect of the Site or any products available through or outside of the Site, temporarily or permanently, including the availability of any features of the Site or access to any parts of the Site, at any time without notice to you, and you agree that The BioMechanics shall not be liable as a result of any changes or amendments.

LINKS TO OTHER SITES

Any links to third party web sites found on our website(s) are provided solely as a convenience to site users. Use of third party web sites is subject to the privacy policies and terms and conditions of use for those sites. The BioMechanics is not responsible for the content or accuracy of any linked third party sites, nor do they make any representations regarding the content or accuracy of any content or materials on third party web sites. Access or use of linked third party web sites is at the users' own discretion and risk.

OTHER IMPORTANT INFORMATION

These Terms and Conditions may be amended or updated from time to time by us without notice to you. In such an event, any updates or amendments will be posted on the Site. The Terms and Conditions displayed on the Web site at the time an order is accepted will apply to the order.

These Terms and Conditions supersede any other terms and conditions previously published by us and any other representations or statements made by us to you, whether oral, written, or otherwise. No delay by us in exercising any right or remedy under these Terms and Conditions shall operate as waiver of that right or remedy or shall affect our ability to subsequently exercise that right or remedy. Any exception to the terms outlined herein must be agreed in writing by all parties.

CUSTOMER SERVICE ASSISTANCE

If you have purchased your products or course(s) directly from The BioMechanics or through thebiomechanicsmethod.com website and have any questions, comments, or concerns about your course purchases, the Terms and Conditions of use, or to inquire about licensing options please don't hesitate to contact us. We can be reached at (619) 295-7773. Alternatively you can send an email to customerservice@thebiomechanicsmethod.com.

If you have purchased The BioMechanics Method course(s) from one of our authorized distributors, please contact their customer service department for assistance with any questions, comments or concerns.

ASSUMPTION OF RISK, RELEASE OF LIABILITY AND INDEMNITY AGREEMENT FOR PURCHASERS/USERS OF THE BIOMECHANICS METHOD EDUCATIONAL PRODUCTS

I hereby agree to enroll and participate in the educational course offered by The BioMechanics LLC, called The BioMechanics Method (referred to as the "Program"), and that my participation is voluntary and for my own commercial benefit.

In consideration for my right to participate in this Program, I agree as follows:

NON-CONSUMER STATUS

I hereby agree and acknowledge that the Program is being offered to me solely by virtue of my status as a professional that provides or intends to provide health and fitness related services to individuals and/or groups. I hereby represent that I currently work for, intend to work for, or own and/or operate a proprietary business which offers health and fitness related services to individuals and/or groups. I hereby further represent that I am not a "consumer" as the term "consumer" is defined in Article 2, Section 1 (a), of the Hague Convention on Choice of Court Agreements (Concluded June 30, 2005).

ASSUMPTION OF RISK

The Program contains information relating to human anatomy, musculoskeletal deviations, assessment procedures, and instruction in the performance of exercises to alleviate chronic pain. As such, participation in the Program carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks vary from one person to another, but may include: 1) minor injuries such as scratches, bruises, muscle pain, muscle tears, numbing and tingling sensations, headaches, and sprains, to 2) major injuries such as displaced or broken ribs, joint or back injuries, severe pain, sciatica, nerve damage, ligament damage, heart attacks, concussions, loss of physical sensation, and loss of consciousness, to 3) catastrophic injuries including stroke, paralysis or death. I understand and agree that this list of risk is not exhaustive and only represents a small sample of the type of injuries I or participants in the Program may encounter.

I have read the previous paragraph and I know, understand, and appreciate these and all other risks that may be inherent in the Program. By checking the Terms and Conditions checkbox on this website (or purchasing The BioMechanics Method course materials from approved vendors), I assume all liabilities, risks, conditions, injuries or damages, to any person, including me, might incur or aggravate arising out of the Program, whether such liabilities, injuries, conditions, injuries, or damages are known or unknown, foreseeable or unforeseeable, or in any way connected with participation in, or use of the Program. I accept personal responsibility for any liability, injury, condition, loss, or damage in any way connected with my participation in, or use of the Program without regard to the cause.

I represent that I have no disability, impairment, or ailment preventing me from engaging in active or passive exercise that will be detrimental or injurious to my health, safety, comfort or physical condition if I use the Program. I further acknowledge that I will not provide any instruction to any third party related to the Program unless such party is physically and medically able to receive such instruction without injury.

RELEASE OF LIABILITY AND WAIVER

I on my own behalf, and behalf of all my minor children, and my and their personal representatives, assigns, successors, heirs, insurers, next of kin, and all others acting by or through me (collectively referred to as the "Releasing Parties"), acknowledge and agree that the use of the Program involves risk of injury to persons and property, and the Releasing Parties hereby release from any liability The BioMechanics LLC, and its and their owners, shareholders, directors, officers, parents, subsidiaries, employees, members, managers, independent contractors, instructors, agents, and all individuals assisting with the Program (the "Released Parties"), harmless from all liability, injury, or death caused by or resulting from, or in any way connected with my participation in the Program, either as a student or instructor, or as a result of my engaging in, receiving, or providing instruction related to assessment and exercise activities or any activities incidental thereto, wherever, whenever, or however the same may occur. The Releasing Parties hereby voluntarily waive any and all claims against the Released Parties resulting from their active or passive negligence or otherwise, both present and future, that may be made by any of the Releasing Parties. This agreement will apply for each and every Program Level offered by The BioMechanics I engage in now, and in the future, without requiring me to sign an additional Assumption of Risk and Release of Liability form for subsequent Program Levels.

I further agree and acknowledge that I, in using the Program, either as a student, or providing instruction or services to any third party arising out of the Program, will use my own independent judgment in the care and treatment of my own customers/clients. As such, I hereby waive any and all claims of active or passive negligence or breach of professional standards I may have now, or in the future, against the Released Parties and hereby forever release and discharge the Released Parties from any such claims by a Releasing Party.

INDEMNIFICATION AND HOLD HARMLESS

I hereby agree to defend, indemnify, and hold harmless the Released Parties for any liability, loss, cost, expense, injury, death, or damage whatsoever, caused by reason of any injury sustained by any person or to property, by reason of, relating to, or arising out of, my care, treatment, or other provision of services, to my customers/clients or use of the Program in any way, without regard to whether it is caused by or, alleged to have been caused by, the active or passive negligence of the Released Parties .

I further agree to defend and indemnify The Released Parties against any and all claims, actions, suits, procedures, proceedings, costs, expenses, damages, and liabilities, including any that arise out of claims or lawsuits against me or any third party, for personal injury, death, consequential damage, or property damage, relating to my involvement or use of any information, assessment or program design procedure, or exercises contained in the Program, and to reimburse them for any such expenses, including but not limited to reasonable attorneys' fees and costs, incurred.

I understand that the information, instruction and techniques discussed in this Program are general in nature and are not meant to be, and should not be taken as, medical advice or specific instructions as to the care or treatment of any particular customer/client that I may advise or work with. I further understand that the information and materials contained in the Program are in no way intended to be a substitute for medical council or advice and that none of the Released Parties are licensed medical practitioners in any jurisdiction.

SEVERABILITY

I expressly agree that the foregoing Assumption of Risk, Release of Liability and Indemnity Agreement is intended to be as broad and inclusive as its permitted by the law of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

CHOICE OF COURT

This Agreement is entered into in California. It is expressly agreed by the parties that this Agreement shall be governed by, interpreted, construed and enforced in accordance with the domestic laws of the State of California, in the United States of America, without reference to principles of conflicts of law. It is further expressly agreed by the parties that this Choice of Law provision falls under the purview of Chapter II, Article 5 of the Hague Convention on Choice of Court Agreements (concluded on June 30, 2005).

COMPLIANCE WITH LAWS

I acknowledge that I shall, at my own cost and expense, comply in full with all applicable federal, state, and local statutes, laws, ordinances, rules regulations, orders, licenses, permits or fees applicable to my use of the Program.

ACKNOWLEDGEMENT OF UNDERSTANDING

I have read this Assumption of Risk, Release of Liability and Indemnity Agreement, fully understand its terms, understand that I have given up substantial rights by agreeing to it, including my right to sue, and have agreed to it freely and voluntarily without any inducement, assurance, or guarantee being made to me and intend my acceptance to be a complete and unconditional release of all liability to the greatest extent allowed by law and that I have the actual authority to do so.