Whole Body Balance™ Participant Agreement 5-12-26

This Participant Agreement (the "Agreement") is entered into between Breathe Function Thrive PLLC (the "Company" or "BFT") and the individual ("You" or "Participant") registering for the **Whole Body Balance** course which includes access to BFT communities, BFT mentorships, group meetings held by BFT (the "Program"). This Agreement describes the terms and conditions that apply to your participation in the Program and all associated activities. If you do not understand any of the terms of this Agreement, please contact the Company before acknowledging and accepting this Agreement at +1-385-722-4555, *Connect@BreatheFunctionThrive.com*.

Participant's Responsibilities

We are honored to welcome you to this Program. By participating, you understand and agree that:

1. To promote a positive learning environment, you will share your ideas, thoughts, and questions in a way that engenders courtesy and respect and allows presenters and participants the same privilege. Should a participant be verbally or physically abusive, degrading, derisive or inappropriate during the course, as decided by the Company, then the Company may require the Participant to leave and will forfeit their tuition.
2. You fully understand this Program may include therapeutic and/or hands-on techniques which may require touching or being touched by the instructor or other participants. You have the right to decline participation and it is your responsibility to define and communicate your boundaries or opt out of and/or remove yourself from these activities. You also understand there are inherent risks associated with participating in any new activity and take full responsibility to confirm your readiness for participation with your health care providers.
3. The Company values the experience and satisfaction of all participants and strongly encourages participants to communicate any concerns or grievances directly with the Company at *Connect@BreatheFunctionThrive.com* and work with the Company to find resolution.
4. Due to the non-refundable expenses of providing courses, and the nature of the limited enrollment process, 100% refunds of course fees are available 60 days before course start date, 50% refunds before 30 days of course start date. There are no refunds within 30 days of course start date. However, when emergencies occur, full course fees can be applied to be used toward future Breathe Function Thrive courses as approved by the Company. The Company is not, under any circumstance, liable for any of Your travel expenses including airfare, lodging, meals, transportation, etc.
5. Access to online course materials included in the Program is provided for one (1) year from the date of course purchase unless otherwise specified in writing by the Company. Continued access beyond one year may be offered by Breathe Function Thrive PLLC for an additional fee at the Company's sole discretion.
6. You will NOT PROMOTE YOUR OWN OR OTHER SERVICES, programs, summits, communities, social media accounts or groups, mentoring, trainings or other programs while a Participant in the Program unless agreed upon in writing by both parties.
7. The Company encourages you to use the Breathe Function Thrive tools, techniques, learning curriculum, and exercises You learn in the Course and apply them safely with your INDIVIDUAL clients based on Your professional assessment and scope of practice as you

work one-on-one with clients. The Company DOES NOT allow You to teach, train, modify, recreate, or redistribute in any form Breathe Function Thrive tools, techniques presentations, handouts, teaching methods and analogies, or exercises taught in this Program with anyone other than your individual clients. Sharing course information with anyone other than your individual clients being treated, including, but not limited to mentoring, co-treatment, shadowing programs, training and educational offerings, in any form with any other party is strictly prohibited and would be injurious to the Company and to Cynthia. You will alert Breathe Function Thrive via email or phone, if you are aware of any unauthorized use of the tools, techniques, and exercises learned in this course.

8. If you are interested in teaching or licensing permissions beyond use with your individual clients including, but not limited to educating, mentoring, training, co-treating, shadowing, or sharing with others, or wish to make modifications to this work, you must contact Cynthia Peterson at Connect@BreatheFunctionThrive.com to receive written permission. Company's written permission is also required to record the course in any manner including but not limited to audio, video, or photographs. Any approved recordings or photographs shall remain subject to Section 12 below.
9. The Company may list participants who successfully complete the course on website(s), a directory, or share in other ways, as "Whole Body Balance Trained" professionals. If You do not want to be included in this listing, You can opt-out by contacting the Company in writing at connect@breathefunctionthrive.com.
10. Federally registered trademarks (the "Mark(s)") owned by Breathe Function Thrive PLLC including, but not limited to, Whole Body Balance™, Tongue Wranglers® and Mouth Magic®, Baby Jaws™, Breathing Nose to Toes™, as well as Trained badges, may not be used without authorization from the Company. You will not exert any ownership or other intellectual property rights of the Mark(s) or register any confusingly similar marks or logos with the United States Patent and Trademark Office or elsewhere. Similarly, You agree not to use any Company logos, badges, IP or images without written permission from the Company.
11. You understand that video, audio, photography, or other kinds of recording may take place so that the Company can review, improve, create, and promote the Program including online versions of the Program. You have the right to opt out of being recorded. If You want to opt out of being recorded, You must notify the Company in writing before the course begins and sit outside of the viewing or recording range. The Company will respect this decision and help facilitate this as they are able.
12. If You or any teaching assistant create or capture any photographs, video recordings, audio recordings, screenshot, or other media during the Program or related activities, You hereby assign and transfer to Breathe Function Thrives PLLC all rights, title, and interest, including all copyrights and other intellectual property rights, in and to such materials. Breathe Function Thrive PLLC shall have the unrestricted right to use, reproduce, edit, modify, publish, distribute, display, and create derivative works from such materials for educational, promotional, marketing, commercial, and business purposes in any media now known or later developed, without additional compensation or approval. You further agree to execute any additional documents reasonably requested by the Company to confirm or effectuate this assessment.
13. Breathe Function Thrive PLLC's decisions regarding the Program are final and made in the Company's sole discretion.

Termination

The Company may immediately terminate this Agreement and/or Your involvement in the Program if You breach any part of this Agreement.

Confidentiality / Non-Disclosure

You acknowledge that during your participation in the Program, you may receive access to confidential and proprietary information of the Company, including but not limited to course content, materials, methods, processes, products, creative ideas, teachings, demonstrations, discussions, and information shared by instructors or other participants ("Confidential Information"). You agree to hold all Confidential Information in strict confidence and not to disclose, share, reproduce, distribute, or make available such Confidential Information to any third party without the prior written consent of the Company.

Confidential Information does not include information that: (a) is or becomes publicly available through no act or omission of the Participant; (b) was lawfully known to the Participant prior to disclosure by the Company and without any obligation of confidentiality; or (c) is lawfully obtained by the Participant from a third party without breach of any confidentiality obligation.

Notwithstanding the foregoing, Confidential Information may be disclosed if required by applicable law, regulation, court order, or valid legal process, provided that, to the extent legally permitted, you give the Company prompt written notice of such requirement and reasonably cooperate with the Company in seeking a protective order or other appropriate remedy.

Your obligations under this section shall survive termination or completion of the Program and this Agreement.

Limitation Of Liability

In no event shall Breathe Function Thrive PLLC have any liability to You or to any third party for any interruption of business, lost profits or revenues, or for any indirect, special, incidental, consequential, cover or punitive damages however caused, whether in contract, tort, or under any other theory of liability, and whether or not the party has been advised of the possibility of such damages. This limitation of liability shall not apply to the extent prohibited by applicable law.

In no event shall the Company's aggregate liability arising out of or related to this Agreement (whether in contract or tort or under any other theory of liability) exceed the total amount paid by you, your employer, or a third party for your participation in the Program.

No Warranties

BREATHE FUNCTION THRIVE PLLC MAKES NO WARRANTIES THAT YOUR PARTICIPATION IN THE PROGRAM WILL RESULT IN ANY MONETARY OR COMMERCIAL BENEFIT. BREATHE FUNCTION THRIVE PLLC EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRIGNEMENT.

Changes To The Program

The Company may update, modify, or revise the Program Materials and any elements of the Program from time to time.

No Partnership Agency Or Joint Enterprise

Nothing herein shall be construed as creating a partnership, agency, or any form of joint enterprise based on this Agreement, Your participation in the Program, or Your use, display, or promotion of a Certificate of Completion.

Indemnification

You shall indemnify, defend and hold Breathe Function Thrive PLLC, her employees, and contractors harmless from any and all claims, losses, liabilities, damages, costs and expenses, including reasonable attorney's fees, arising out of, relating to, or caused by Your breach of this Agreement.

Non-Waiver

No failure or delay by the Company in exercising any right under this Agreement shall constitute a waiver of that right. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be considered modified and interpreted in ways that accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in full effect. There are no third-party beneficiaries to this Agreement.

Notices

All notices to the Company under this Agreement must be in writing addressed to Breathe Function Thrive PLLC at *Connect@BreatheFunctionThrive.com* and will be deemed to have been given the first business day after sending by email with recipient confirmation of receipt. Contact the Company at 1-385-722-4555 if no reply email is received. The Company may provide notice to You using an email or physical address You provided during registration.

Choice of Law

This Agreement and any amendments hereto shall be governed by and interpreted according to the laws of the State of Utah without regard to conflicts of laws principles. Any disputes arising from or relating to this Agreement shall be decided by a state or federal court of competent jurisdiction in the State of Utah and the Parties submit to the jurisdiction of that court.

Right to Amend

The Company has the right to amend or add to the terms of this Agreement at any time, solely with prospective effect, and to change, delete, discontinue, or impose conditions with respect to the Program. You will be notified of any material changes by email.

Assignment

You may not assign this Agreement, any rights or licenses granted in this Agreement to others without the Company's prior written consent.

Force Majeure

Neither Party will be liable for any delays or other nonperformance caused by telecommunications, utility, or equipment failures; labor strife, riots, war, pandemic, or terrorist attacks; nonperformance of our vendors or suppliers, fires or acts of nature; or any other event over which the respective party has no reasonable control.

Binding Effect

The Parties agree that all obligations, duties, covenants, and restrictions set forth in this Agreement shall be binding upon and enforceable against each Party's respective agents, employees, contractors, representatives, and affiliates. Each Party shall ensure that its agents, employees, contractors, representatives, and affiliates are made aware of and comply with the relevant terms of this Agreement.

A breach of this Agreement by an agent, employee, contractor, representative, or affiliate of a Party shall be deemed a breach by that Party

Survival

All provisions of this Agreement that give rise to a party's ongoing obligation will survive termination of this Agreement.

Entire Agreement

This Agreement is the Parties' entire agreement and supersedes any prior or contemporaneous agreements relating to the Program and all associated content.

AGREED:

The parties hereto have executed this Whole Body Balance™ Participant Agreement by accepting it online during the application process.