

#### ALL ACCESS EXPERIENCE BY PT DOMINATION

#### **Event Agreement**

By clicking "Buy Now," "Purchase," or any other phrase on the purchase button, entering your credit card information, or otherwise enrolling, electronically, verbally, or otherwise, you ("Guest") agree to attend the May 2024 All Access Experience Event hosted by PT Domination, ("Host"). By purchasing this product, you are entering into a legally binding agreement with the Host, subject to the following terms and conditions:

#### 1. EVENT TERMS

The Event will take place on May 03, 04 and 05, 2024.

The Event ticket includes the following:

- Two (2) day access to the event on May 03 and 04, 2024;
- Lunch and snacks;
- Community dinner on May 03, 2024;
- Morning training sessions at Aesthetic Nation Gym on May 04 and 05, 2024;
- Professional content shoot at Aesthetic Nation Gym on May 04 and 05, 2024;
- Downloadable Event Workbook;
- Swag bag

Additional food, items, transportation, and resources may be included at the Host's discretion. Client acknowledges that no other costs beyond those described herein will be included. Guests are responsible for their own airfare as well as airport transfer.

The Hosts will not be held responsible for any delay or cancellation of, including but not limited to, flights, trains, buses or other forms of transport.

The itinerary is subject to change and may be modified by the Host at any time. You hereby acknowledge and agree that Host has the right to change and modify the itinerary for any reason, including but not limited to weather, third-party vendors or providers, any any local circumstances which Host deems unfit for travel. Guest also acknowledges that any part of the itinerary, including accommodation, may be changed at the sole discretion of the Host.

You agree to abide by all venue rental rules, if applicable. If you are in violation of any of these rules, you agree to compensate the Host for any damages done to the property or fees incurred on behalf of the Host as a result of your actions.

### 2. PAYMENT

Upon execution of this Agreement, Guest agrees to pay to the Host the full purchase amount for the product, regardless of what payment option Guest selects at checkout. If Client selects a payment plan option, Guest authorizes Host to charge the card or account used at checkout to complete all payments pursuant to the payment plan. The deposit and all fees are non-refundable. The entirety of total fees must be paid by the following 30 days of the first installment. (the "Due Date").

The Guest shall not threaten or make any chargebacks to the Host's account or cancel the credit card that is provided as security without the Host's prior written consent. Host reserves the right to collect any and all monies owed by Guest to Host for the Event, by any means necessary within the parameters of the law. The Guest shall pay for any fees associated with recouping payment, including but not limited to, collections fees and attorneys' fees. In the event of a chargeback, Host reserves the right to report the incident to credit reporting agencies as a delinquent account.

Late Fees - Host understands that, from time to time, there are issues with payment. All payments must be received by Host within five (5) days of the due date for that installment. Any payments not received within 10 days of their due date shall result in Guest's breach of this Agreement.

If the total fees are not received by Hosts by the Due Date, then your spot may be canceled and Host may replace or resell your spot without prior notice to you. If your spot is canceled, you will not be entitled to any refund of the Deposit or any additional fees paid.

# 3. CANCELLATION

Host reserves the right to cancel if Guest's total fees due are not received by their due date. If cancellation occurs, Guest is not entitled to receive the deposit back or any other fees paid up until that date.

Host reserves the right to cancel the Event for any reason, unrelated to an individual Guest, in the Host's sole and exclusive discretion. If Host cancels for any reason, Guest is entitled to receive all monies paid to the Host. However, Host shall not be responsible for any additional fees paid by Guest to any third parties including but not limited to, airlines.

If Guest wishes to cancel, a written notice of such cancellation must be sent to the Host via email to events@pt-domination.com. In the event of Guest cancellation, no fees will be refunded and any remaining payments are due and payable.

### 4. TERMINATION



This Event Agreement shall continue until canceled as specified above by either Party or until the Guest attends and completes the Event. Any provision of this Agreement, which by its terms imposes continuing obligations on either of the Parties shall survive termination of this Agreement.

### 5. MEDIA RELEASE

You acknowledge and agree that during the Event you will be subject to photographs, videos, sound recordings, and other capturing of your name, likeness, appearance, and voice. In consideration for your participation in the Event, you irrevocably consent to the use, publication, distribution, editing, recording, posting, copyrighting, licensing, digitization, and release of such media captured during the Event by the Host, Co-Hosts, Speakers, Photographer, or other Guests, for any legal reason or purpose, including but not limited to social media, commercial products, education, course materials, video footage, sales, marketing, or any other medium in any form that has been or will be invented.

You release any and all claims and demands arising out of or in connection with any use of the captured media, including, without limitation, claims for privacy violations, right of publicity claims, defamation, and/or any other intellectual property rights. You claim no ownership of the media and forego any opportunity, whether past or present, to copyright or trademark the released media.

You give consent to the use of the captured media while knowing and understanding that your name, comments, and other identifying information may be revealed to the general public.

Guest consents to the Host's use of its logos, photos, images, name, likeness, appearance, title or professional designation the sole purpose of selling and advertising the Event in which its offering(s) is/are included on all of the Host's and Co-Host's media outlets.

Testimonials - Host agrees to protect Guest's personally identifiable information. However, from time to time, Host may use general statements about Guest's experience for testimonials as part of Host's marketing strategy. By agreeing to these Terms, Guest agrees to Host sharing Guest's stories as testimonials in any matter across any media at the sole discretion of Host.

### 6. RETREAT LIABILITY WAIVER.

Host will take adequate measures to ensure the safety of the Guest during the Event, however Host will not be held responsible for any harm the Guest may endure. The Guest is legally responsible for, including but not limited to, their safety and any belongings.



Guest agrees to, and will be held legally liable for the following statements:

I, the Guest, hereby accept all risk to my health and of my injury or death that may result from participating in the Event and I hereby release the Host, and the Host's Company, officers, employees, interns, sponsors, representatives, speakers, and co-hosts from any and all liability to me, my personal representatives, estate, heirs, next of kin, and assigns for any and all claims and causes of action for loss of or damage to my property and for any and all illness or injury to my person, including my death, that may result from or occur during my participation in the Event, whether caused by negligence of the Host, speakers, co-hosts, employees, or representatives, or otherwise. I further agree to indemnify and hold harmless the Host and any third-party from liability for the injury or death of any person(s) and damage to property that may result from my negligent or intentional act or omission while attending and participating in the Event. Under no circumstances will the Host or their assigns be held liable for my injury or death or any loss or damage of my personal belongings, any hotel or travel incidentals, including any damages, resulting from my participation in the Event. Should I require emergency medical treatment as a result of an accident or illness arising during my attendance and participation in the Event, I consent to such treatment. I acknowledge and I agree to be financially responsible for any medical or legal bills that may be incurred as a result of emergency medical treatment. I will notify the Host verbally and in writing if I am at any time injured prior to, during, or after the Event in my travels or attendance, or if I have medical conditions about which emergency medical personnel should be informed; however, I understand that the Host is not legally obligated to act on that information in any way or to providing any medical service whatsoever to me. I will make the Host aware of any pre-existing medical conditions, food allergies, or specific medications I am taking. I agree that the Company will not be held responsible for any health issues that arise from possible contraindications.

# 7. HEALTH & SAFETY REGULATIONS

Guest must comply fully with all and any health and safety regulations. Guest must ensure that the Guest is medically and physically fit and able to use the facilities and participate in activities. If Guest has injuries or illnesses she is advised to seek doctor's advice if planning to participate in any physical activity, including but not limited to, yoga, hiking, surfing, and other physical activity. Host is not liable for any injuries to the Guest in the Guest's use of facilities or participation in activities.

### 8. LOSS OR DAMAGE

Host shall not accept any responsibility for loss or damage of personal possessions or valuables of the Guest.

### 9. PERSONAL INFORMATION

You understand that you are providing your personal information, including name and email to the Host and Co-Hosts of this Event. You agree to be added to the mailing lists and receive marketing emails from the Host and Co-Host.

### 10. INTELLECTUAL PROPERTY RIGHTS

This Event contains information that is the intellectual property belonging to Host, Co-Hosts, and to third-parties that license some intellectual property to Host. Host provides You with a non-exclusive, non-transferrable single-user license authorizing You to use the materials for their individual purposes only. You may not share, sell, re-use, reproduce, repurpose or otherwise distribute Host's intellectual property without prior written consent from Host. Host maintains all rights to its intellectual property and nothing in this Agreement shall transfer ownership of rights to You. You agree to not infringe on the intellectual property rights of Host, Co-Host, or any third party licensees.

### 11. NO-PROFESSIONAL CLIENT RELATIONSHIP

Use the content provided in this Event at your own risk. This content is provided for general and educational purposes only and should not be construed as specific advice, including but not limited to legal advice, medical advice, health advice, or financial advice. Host does not guarantee any results from attending this Event. It is your responsibility to do your own research and consult with a professional for any of your medical, legal, financial, or health needs. Attending the Event as a Guest does not create a professional relationship of any kind, including but not limited to: an attorney-client relationship, a tax advisor-client relationship, doctor-client relationship, or a therapist-client relationship.

### 12. TREATMENT

Guest understands and acknowledges that the Event does not involve the diagnosis or treatment of mental disorders and should not be used as a substitute for health care. It is the Guest's exclusive responsibility to seek such independent professional guidance as needed.

### 13. NO-GUARANTEES

Host makes no guarantees regarding the results Guest may obtain or experience Guest may have through attending the Event. Guest agrees that any statements made regarding the potential outcomes of attending the Event are merely opinions and are not binding on the Host. The results Guest experiences will be dependent on many factors including but not limited to: Guest's level of personal responsibility, commitment, and abilities, in addition to factors that the Guest/and or Host may not be able to anticipate.

# 14. LIMITATION OF LIABILITY



By purchasing this product, Guest accepts any and all risks, foreseeable or unforeseeable, arising from such a transaction. Guest agrees that Host will not be held liable for any damages of any kind resulting or arising from including but not limited to; direct, indirect, incidental, special, negligent, consequential, or exemplary damages happening from the attendance of the Event. Guest agrees that attendance at the Event is at Guest's own risk.

### 15. REPRESENTATION

Guest agrees and acknowledges that they are over 18 (eighteen) years of age and may legally consent to and enter into this Agreement.

### 16. INDEMNIFICATION

Guest agrees to defend and indemnify Host and any of its affiliates, employees, co-hosts, speakers, agents, or associates and hold them harmless against any and all legal claims and demands, including reasonable attorney's fees, which may arise from or relate to Guest's attendance at the Event, Guest's breach of this Agreement, or Guest's conduct or actions. Guest agrees that Host shall be able to select its own legal counsel and may participate in its own defense, if so desired.

# 17.NOTICE

Any notices required or permitted to be given hereunder shall be given via email to events@pt-domination.com. Any notice shall be effective upon delivery.

# 18. FORCE MAJEURE

In the event Host is unable to perform its obligations under the terms of this Agreement because of, including but not limited to: acts of God, strikes, government restrictions, communicable diseases, epidemics, pandemics, national disasters, or other causes reasonably beyond control, Host shall notify You of the Force Majeure Event and its impact on performance under this Agreement. Host shall use reasonable efforts to resolve any issues resulting from the Force Majeure Event to perform obligations under this Agreement. Host shall not be liable for damages to the other party for any damages resulting from such failure to perform or otherwise from such causes.

# 19. NON-DISPARAGEMENT

By purchasing attendance to this Event, you agree to refrain from making any statements, whether oral or in writing, that negatively impact Company's business, services, products, or reputation.

# 20. ASSIGNMENT



Guest is prohibited from selling or reselling Guest's space in the Event, unless Guest has specifically executed a written agreement with Host that expressly allows for such activity.

### 21. SEVERABILITY

If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the rest of the Agreement shall remain in full force and effect and shall in no way be affected or invalidated.

### 22. DISPUTE RESOLUTION

If any dispute arises out of or related to a claimed breach of this Agreement or any other disagreement of any nature, type or description, regardless of the facts or the legal theories which may be involved, such dispute shall be resolved by binding arbitration by a single arbitrator in the Province of British Columbia. If Host is deemed the successful party to the dispute, Host will be entitled to costs and fees incurred in resolving or settling the dispute, in addition to any other relief to which Host may be entitled. The parties agree to waive their right to a jury trial. Parties further agree that prior to arbitration, both Parties will make a good faith effort to resolve the dispute without the necessity of outside intervention.

### 23. VENUE AND APPLICABLE LAW

This Agreement shall be governed, construed, and interpreted in accordance with the laws of Canada, in the Province of British Columbia, Canada. Both Parties agree to submit to the jurisdiction of and venue in the State of British Columbia, Canada. Should any claim, controversy, or dispute arise between the Parties under the terms of this Agreement, such a claim or controversy shall be resolved only in the State of British Columbia, Canada.

# 24. ENTIRE AGREEMENT

This Agreement contains the entire agreement of the Parties relating to the rights granted and obligations assumed in this Agreement. Any oral representations or modifications concerning this instrument shall be of no force or effect.

# 25. ALL RIGHTS RESERVED.

All rights not expressly granted in this Agreement are reserved by Host.

# 26. EXECUTION.

Guest agrees to accept the above Agreement in its entirety by rendering first payment.

