

THE INSTITUTE OF CLASSICAL FIVE-ELEMENT ACUPUNCTURE INC.

TERMS OF SERVICE

Neil R. Gumenick, on the behalf of *The Institute of Classical Five-Element Acupuncture Inc.*, offers sincere gratitude for your gracious and generous co-operation with our efforts to produce training material of the highest standard, so that practitioners and students can continue to develop their skills.

I agree to keep confidential any participants' names or personal information that I may hear or observe during my participation in the "*Beginning the Journey™*" seminar. I understand that the materials presented in this seminar are the property of Neil R. Gumenick and *The Institute of Classical Five-Element Acupuncture Inc.* ("Seller"). I agree not to record, share, reproduce, distribute, or publish, cause or allow this presentation or recording or any document related hereto to be recorded or become a public record without the written consent of Seller, which consent may be withheld at Seller's sole discretion.

I understand and acknowledge that I have assessed my physical, emotional, mental strength, and endurance, and have concluded that I am able to and wish to participate in *Beginning the Journey*.

I release Seller and its officers, agents, and employees, and costs, damages, attorney's fees, claims, liabilities, and demands of whatever character, nature and kind, known and unknown, suspected or unsuspected, arising out of or related directly to my participation in *Beginning the Journey* whether such injuries are psychological, physical, emotional, or mental.

I understand that the Zoom presentation of this seminar will be recorded. I give consent to Seller (and in due course to whosoever may inherit the responsibility for the recorded material thus created) for all or any part of it to be used for training, educational, and/or professional purposes and entirely at the discretion of the presiding authority over the recording at such time. I consent to the use of my likeness in connection therewith. I understand that at any time during the presentation, I have the option of turning my camera on or off, and I understand I will be able to view the presentation and participate with or without my camera on.

In granting such consent, I irrevocably release and hold harmless Seller and any of its partners, employees, contractors, agents, and representatives from any kind and all liability relating to the use of the recording containing my likeness for training, educational and/or professional purposes.

I agree that my name and email may be shared with the learning platform *Net of Knowledge*, to create a user account for the event(s).

I acknowledge that I have carefully read and that I understand the terms and conditions of the above agreement. I am aware that this is a release of liability between myself, Neil R. Gumenick, and *The Institute of Classical Five-Element Acupuncture Inc.*

Print Name: _____ **Date** _____

Signature: _____