

**Total Body Modification, Inc. (TBM) Event Participant Agreement**

Please take a moment to **READ, INITIAL** each line item, **SIGN, and DATE**, in the presence of a witness. Thank you

By initialing each of the following below I confirm that I both understand and agree:

\_\_\_\_ **That all verbal, hands on, and/or written communication between myself and any other participant, instructor or administrative staff is for educational purposes only and does not imply or establish a provider-patient relationship** whether in and out of the formal event facilities or whether in a group or a one-on-one setting..

\_\_\_\_ **That no demonstrations and/or practice sessions upon me shall be considered actual healthcare** and are not intended to address any medical conditions and does not qualify me as a “patient” regardless of whether any relief or other benefit is perceived.

\_\_\_\_ **That if I choose to enter into any romantic, sexual or other personal relationship** with an instructor, TBM staff member, administrator and/or a seminar participant, that I **relinquish any and all claims of possible sexual misconduct** based upon an assertion that I am a patient of the person with whom I have become involved.

\_\_\_\_ **That if I desire to establish a provider-patient relationship** with an instructor, staff or event participant **I will submit my intent to both them AND TBM in writing.**

\_\_\_\_ **To suspend any prior relationship that may have been construed as a provider-patient relationship** with the Instructor or other attendee for the hours leading up to, the duration of and hours immediately following the current TBM event.

\_\_\_\_ **To disclose any medical, congenital or other risk factors in advance**, to both to the instructor and any participants, if I consider any particular demonstration or practice session unsafe or inappropriate for me. I accept full responsibility for the physical consequences of any and all such sessions.

\_\_\_\_ **That during the course of demonstration and practice there may be contact on or near areas that are sensitive to pain and/or arousal and that I take full responsibility to discontinue any such contact should my comfort level be exceeded.**

\_\_\_\_ **To inform the instructor or TBM administrative staff immediately if I feel that inappropriate touching, language or other interaction has occurred..**

\_\_\_\_ **That participation is completely voluntary and not compulsory** even though I must be present during all demonstration and practice sessions to receive full credit for the course..

\_\_\_\_ **To notify the instructor immediately** if I become aware of **any sign or symptom** that may indicate any untoward effects as a result of being demonstrated or practiced upon -OR- if I **begin to feel ill** and either **require medical attention -OR- if I wish to remove myself** from the course room for any reason..

\_\_\_\_ **That if I choose to discontinue attendance at this event**, once it has begun, **I will not be given a refund or a credit** towards any other seminar or product..

\_\_\_\_ **That completion of the entire course is required to receive credit** towards certificate of attendance, module certification, instructor requirements and TBM website locate-a-provider listing..

\_\_\_\_ **To not remove any items from the display table** without prior permission from the instructor or administrative staff. If I choose to violate this policy the item(s) may be considered “used and unsellable” resulting in me being required to **pay in full for the item(s)**..

\_\_\_\_ **To pay in full for any and all TBM products received during the event before the event concludes**

\_\_\_\_ **To limit the use of any and all information and/or procedures acquired** during a TBM event to **within my scope of practice, licensure, and area of expertise**. This includes a preliminary evaluation to ensure that the implementation of what has been learned is both appropriate and safe for the recipient. **That my attendance at this course does not imply proficiency..**

\_\_\_\_ **That I absolve TBM of any liability and accept full responsibility for the consequences of applying upon myself or any other individuals the information and/or methods learned at a TBM event or from TBM printed and digital media..**

\_\_\_\_ **That only properly certified instructors, or instructors-in-training who are under supervision, may teach TBM. That I will not teach any of the material provided by TBM during the event** or any other TBM copyrighted materials **without advance permission in writing** from TBM and/or the originator of the particular methodology..

\_\_\_\_ **That all materials provided in conjunction with this course are the intellectual property of TBM, are protected by international copyright laws and that all rights are reserved**, unless otherwise noted, whether they are in printed or electronic form. They may not be reproduced or transmitted in any form or by any means: electronic, mechanical or otherwise, without prior permission in writing from TBM. This **includes photocopying** and any information storage and retrieval system...

\_\_\_\_ **To respect the copyrights of the material presented in this event.** This includes but is not limited to manuals, videos, flyers, and handouts in either print or electronic form...

\_\_\_\_ **That any photographic, audio and video recording, by anyone other than TBM, is strictly prohibited..**

\_\_\_\_ **To indemnify, defend and hold harmless TBM and its officers, instructors, administrative staff and fellow event participants** from and against any and all lawsuits, claims, actions, administrative proceedings, demands, losses, costs, judgments, damages, or expenses (including without limitation attorney’s fees, costs, expenses and/or expert fees or expert witness fees) made or brought on behalf of myself of bodily injury or personal injury (including death), or loss or damage to tangible or intangible property cause, or alleged to be resulting, in whole or in part, by my participation in this event.

\_\_\_\_ **That failure to adhere to these policies may result in me being banned from any and all future TBM-sponsored events, prevented from purchasing items from TBM and exposed to civil and/or criminal prosecution..**

Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Witnessed by: \_\_\_\_\_ Date: \_\_\_\_\_