

# EARNINGS DISCLAIMER, CONDITIONS AND TERMS OF ATTENDANCE.

## **LIABILITY RELEASE AND TERMS OF ATTENDANCE**

Please carefully read the following terms and conditions relating to your participation in the WALL PORTRAIT CONFERENCE (the "Seminar") which is conducted by Breshears Professional Photography ("Promoter"). By registering for the Seminar at any one of our locations you (the "Attendee") signify your acceptance of and obligation to these terms and conditions. If you have objections to the following Terms and Conditions, you should not register for or attend the Seminar.

## **ATTENDEE CONDUCT**

Promoter requires all Attendees to be respectful and professional to our staff, location hosts, speakers, and other attendees and their guests or families throughout the Seminar, even during non-scheduled downtime and breaks. Promoter reserves the right to ask Attendee and/or their guests to leave the studio and hotel immediately should they be deemed rude, uncooperative, unprofessional, intoxicated or in possession of alcohol or any illegal substance. In such case, the Attendee's tuition/fees for the Seminar will not be reimbursed under any circumstances and they will not receive any future products, services or correspondence from Promoter. Attendee will also not receive any of our advertised bonuses or qualify for our satisfaction guarantee or any other written or implied guarantee.

## **LIABILITY WAIVER**

While we take every possible measure to ensure Attendee safety at the Seminar, we cannot control everything. For this reason, Attendee is legally responsible for their safety and behavior and agrees to, and is held legally liable to, the following statements:

I, the willing Attendee of the Seminar, hereby accept all risk to my health and of my injury or death that may result from participating in the Seminar and I hereby release the Promoter and their officers, employees, partners, interns, contractors,

sponsors and representatives 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 at the Seminar, whether caused by negligence of the Promoter, its governing board, officers, employees, or representatives, or otherwise.

I further agree to indemnify and hold harmless Promoter and any third-party company 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 Seminar. Under no circumstances will Promoter or their assigns be held liability for my injury or death or any loss or damage of my personal belongings resulting from my participation in the Seminar. Should I require emergency medical treatment as a result of accident or illness arising during my attendance and participation in the Seminar, 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 Promoter verbally and in writing if I am at any time injured prior to, during, or after the Seminar in my travels or attendance, or if I have medical conditions about which emergency medical personnel should be informed; however, I understand that Promoter is not legally obligated to act on that information in any way or to provide any medical service whatsoever to me. I agree that if I have any medical or psychological conditions that may hamper me from fully and healthfully participating in the Seminar that I will notify the Promoter and that the Promoter retains the right to ask that I not participate in portions of or the entirety of the Seminar.

#### **LIABILITY DISCLAIMER: NO PROFESSIONAL ADVICE**

The information contained in or made available by the Promoter or any third-party through the Seminar or their websites or services cannot replace or substitute for the services of trained professionals in any field, including, but not limited to, mental, financial, medical, psychological, or legal fields. Promoter does not offer any professional personal, medical, financial or legal advice and none of the information contained in the Seminar should be confused as such advice.

Neither Promoter nor their assigns, sponsors, speakers, partners, contractors or any of their affiliates will be liable for any direct, indirect, consequential, special, exemplary or other damages to the Attendee or the Attendee's business, including economic loss, that may result from participation in the Seminar or from the use of, or the inability to use, the materials, information, or strategies communicated through the Seminar or any products or services provided pursuant to the Seminar, even if advised of the possibility of such damages.

Under no circumstances, including but not limited to negligence, will Promoter be liable for any special or consequential damages that result from Attendee's participation in the Seminar.

To be clear: You, the Attendee, alone are responsible and accountable for your decisions, actions and results-in life, and by your participation in our Seminar, you agree not to attempt to hold us, the Promoter liable for any decisions, actions or results that you make or experience in business or in life due to your participation in this Seminar at any time, under any circumstance.

#### **CONFIDENTIALITY AND NON-COMPETE**

Attendee hereby understands that the tools, processes, strategies, materials and information presented in the Seminar are confidential, copyrighted, and proprietary to the Promoter and agrees not to record, duplicate, distribute, teach or train from the Seminar materials in any manner whatsoever without the express written permission of Promoter.

Attendees may not use any device to video, photograph, or record any aspect of the Seminar. Attendees who do not abide by this policy will be asked to destroy any recorded materials and may be asked to leave the Seminar and will not be eligible for a refund.

Any unauthorized use or distribution of the proprietary concepts, materials, and intellectual property by the Attendee or his/her representatives is prohibited and Promoter will pursue legal action and full damages if these terms are violated in order to protect its rights.

#### **AUDIO/VISUAL RELEASE**

By participating in the Seminar, Attendee understands that portions of the Seminar's live events may be recorded in video and audio and/or captured in still

and/or digital photographs. Attendee agrees that the Promoter and its assigns have the right and permission to use such recordings and photographs should they include Attendee's name, likeness, voice, biographical details, testimonial, or photograph for marketing, advertising or any other purpose in any media or format, online and/or offline, now or hereafter without further compensation, permission, or notification to the Attendee.

Attendee understands and agrees that all recordings from the Promoter's events are the exclusive rights of the Promoter and Attendee does not ask for or expect compensation for the use of recordings or photographs in which Attendee appears or speaks. Promoter owns all rights of any audio, video, and/or photograph captured during the Promoter's Seminar or at any of the Promoter's other live events.

### **CANCELLATION POLICY**

Once Attendee registers for the Seminar, we make extensive arrangements and investments while anticipating their tuition and attendance, and, in the case of their cancellation, we incur significant administration hassles, expenses, and loss of business. Given this fact, we do not accept cancellations or issue refunds within 45 days of the event.

Cancellations of earlier registrations may be made within **21** days of registration, so long as the cancellation is more than 45 days in advance of the event. If Attendees cancel within 21 days of registering, and more than 45 days prior to the event, they will receive a full refund, but any Attendee seeking to cancel their registration after 21 days will not, under any circumstances, receive a refund. Again, this is due to the extremely limited seating for an event of this nature and with this caliber of celebrity speakers. If you are unsure of whether or not you can attend the event, do not register.

If for whatever reason you are unable to attend the event after you have registered and after 21 days have passed since registering, we will happily transfer your ticket to someone else or allow you to attend a future Breshears Professional Photography event on the same topic at our sole discretion.

### **EARNINGS DISCLAIMER**

As stipulated by law, we cannot and do not make any guarantees about your ability to get results or earn any money with our ideas, information, tools or strategies.

Your level of success in attaining the results from using our products and information depends on the time you devote to the program, ideas and techniques used, your finances, knowledge and various skills.

Since these factors differ among each individual, we cannot guarantee your success or income level, nor are we responsible for any of your actions.

Any and all forward-looking statements on this web site or in any of our products are intended to express our opinion of the earnings potential that some people may achieve.

But many factors will be important in determining your actual results, and we make no guarantees that you will achieve results similar to ours or anyone else's. In fact, we make no guarantees that you will achieve any results from the ideas and techniques contained on our web site or in our products.

To the extent that we included any case studies or testimonials on this site, you can assume that none of these stories in any way represent the "average" or "typical" customer experience.

In fact, as with any product or service, we know that some people will purchase our products but never use them at all, and therefore will get no results whatsoever. You should therefore assume that you will obtain no results with this program.

We do not offer any legal, medical, tax or other professional advice. Any financial numbers referenced here, or on any of our sites, are illustrative of concepts only and should not be considered average earnings, exact earnings, or promises for actual or future performance.

**YOU FULLY AGREE AND UNDERSTAND THAT BRESHEARS PROFESSIONAL PHOTOGRAPHY AND THE 2019 WALL PORTRAIT COACHES, ARE NOT RESPONSIBLE FOR YOUR SUCCESS OR FAILURE AND MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER THAT OUR PRODUCTS OR SERVICES WILL PRODUCE ANY PARTICULAR RESULT FOR YOU.**

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Name

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Date