

Tenille Bentley Holdings Pty Ltd (ABN: 47147376690/ ACN: 147376690)

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISK

Participation Agreement

1. This agreement is between you/child(ren) and Tenille Bentley Holdings Pty Ltd and all of its subsidiaries and relates to your participation in any of the provided programs.
2. As a member, or your child as a member, attendee or participant of Tenille Bentley Holdings Pty Ltd, you understand information, techniques, skills and concepts shared by trainers and speakers and all audio and video recordings, on-line training videos, information, manuals, checklists, documents, websites and other materials are not to be relied on as any type of professional or other advice.
3. Tenille Bentley Holdings Pty Ltd and the Program Materials may only be used for educational purposes and only for non-commercial use.
4. No part of Tenille Bentley Holdings Pty Ltd Program or the Program Materials may be copied, modified, licensed, published, transmitted, distributed, uploaded, broadcast, sold or otherwise transferred without our prior consent. We, or our licensors own all intellectual property rights in the Program Materials.
5. If you would like to ask a question or you need support in a particular area, you will need to email details to tenille@tenillebentley.com and will receive a response within 48 hours. In addition, we will endeavour to answer your queries to the best of our abilities.
6. We reserve the right to vary this Agreement and Tenille Bentley Holdings Pty Ltd, revise content, cancel or reschedule part of the programs or to make other changes to Tenille Bentley Holdings Pty Ltd as reasonably required.
7. No representations or warranties are made with respect to the results to be obtained from participating in any of Tenille Bentley Holdings Pty Ltd programs.
8. This Agreement is governed by the laws of Western Australia, Australia.
9. Any programs provided under Tenille Bentley Holdings Pty Ltd are not intended to 'cure', 'fix', 'alleviate' or 'remedy' and psychological, emotional or cognitive related issues. These programs are not intended, claimed or provided as counselling, psychiatric or psychological services. The coaching or programs provided here is suggestive and provided as guidance only. The coaching or programs are considered to be transformative allowing each participant to engage in the possibility of framing different perspectives regarding life circumstances. One should always seek the advice of a medical and registered practitioner prior to engaging in any health related services.
10. That I/ my child(ren) am/are participating in this Emotional Literacy and Mindfulness Academy (ELMA) class or any activity given by their instructors during which I/ they will receive information and instruction about ELMA and other related activities.
11. I/ my child(ren) will give special attention to all instructions oral or written and will query any matters that I/ they do not understand.
12. I/ my child(ren) are not under the influence of medication / mind altering substances, nor do I/ they have any allergies or pre-existing medical condition that effect my/ their understanding of safety instructions or ability to competently participate, and/or maybe exacerbated by the activity, and/or otherwise effect my/ their ability to participate in any aspect of this activity, and/or prejudice the performance/safety to myself/ themselves or others.
13. By becoming a member of the Tenille Bentley Holdings Pty Ltd community you agree to the above points to the Agreement.

Emotional Literacy and Mindfulness Academy for Kids Waiver & Cancellation Policy

You/child(ren) agree to enter into this Agreement between you/child(ren) and [Tenille Bentley Holdings Pty Ltd] which will be providing services through its employees (hereinafter referred to as "[Tenille Bentley Holdings Pty Ltd]"). I/child(ren) have requested that [Tenille Bentley Holdings Pty Ltd] conduct mindfulness and emotional literacy sessions with my child at **selected venues** at [Tenille Bentley Holdings Pty Ltd **premises or online**], with said sound therapy, emotional literacy, movement or mindfulness sessions to be provided in consideration for a fee, and [Tenille Bentley Holdings Pty Ltd] agrees to provide said sessions to me/child(ren).

1. Waiver: 1.1 In consideration of my participation in the emotional literacy and mindfulness coaching provided by [Tenille Bentley Holdings Pty Ltd], I/child(ren), for myself, my heirs, executors, administrators or assigns, do hereby release, waive, discharge and covenant not to sue [Tenille Bentley Holdings Pty Ltd] and/or its members, managers, officers, directors, agents, employees, and affiliated entities (Hereinafter referred to as "Releases") from liability, from any and all claims, including any negligence of [Tenille Bentley Holdings Pty Ltd] resulting in death, personal injury, accident or illnesses and property loss arising from, but not limited to, participation in the coaching and the possible use of any facilities, premises or equipment wherever located and by whomever provided.

2. Photography/Video Release (Optional): 2.1 Participants involved in any activities offered by [Tenille Bentley Holdings Pty Ltd] may be photographed or videotaped during sessions. I hereby consent to the use of these photographs and/or videos without compensation, on the [Tenille Bentley Holdings Pty Ltd] website, Facebook page or in any editorial, promotional or advertising material produced and/or published by [Tenille Bentley Holdings Pty Ltd] both online and/or in print. I acknowledge that such photographs/video may include (but not limited to) "before" and "after" photographs. I also hereby consent release to any possible video testimonials that may be required by Tenille Bentley Holdings Pty Ltd.

3. Severability and Jurisdiction: 3.1 I further expressly agree that the foregoing provisions in this Agreement are intended to be as broad and inclusive as permitted by the laws of the [WA & NSW], Australia and if any portion of this Agreement is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. I further acknowledge [WA & NSW], Australia.

4. Indemnity: 4.1 I further agree to indemnify and hold not liable [Tenille Bentley Holdings Pty Ltd], their principals, agents, employees, trainers, and volunteers 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 participating in activities offered by [Tenille Bentley Holdings Pty Ltd], at a [Tenille Bentley Holdings Pty Ltd] location or at another location in which a [Tenille Bentley Holdings Pty Ltd] activity is held. This includes but is not limited to parks, recreational areas, foreign countries to Australia, playgrounds, areas adjacent to a [Tenille Bentley Holdings Pty Ltd] location, and/or any area selected for training and coaching by [Tenille Bentley Holdings Pty Ltd].

5. Payments And Cancellation: 5.1 I hereby authorise any and all payments due to **[Tenille Bentley Holdings Pty Ltd]** by me. I, further authorise my credit card company or bank to make payment(s) to **[Tenille Bentley Holdings Pty Ltd]** by the method(s) indicated and to deduct such payment from my account. I understand that in the case of ongoing, continuous coaching that some payment periods may have less coaching sessions (due to holidays) however the weekly fee will still be deducted. I also understand that I am entitled to a 48 hour cooling off period at the commencement of my membership agreement free of charge if done so in writing.

5.2 With respect to ongoing, continuous coaching If I do not attend my scheduled session and I do not notify by email to **[tenille@tenillebentley.com]** at least 48 hours prior, I authorise my credit card company or bank to make payment to **[Tenille Bentley Holdings Pty Ltd]** by the credit card indicated and to deduct such fees from my account.

5.3 **[Tenille Bentley Holdings Pty Ltd]** will keep your information about your nominated account at the financial institution private and confidential unless this information is required to investigate a claim made relating to an alleged wrongful debit, or as otherwise required by law.

5.4 I understand that there is a \$5.00 late fee if my payment is received past the due date and/or any fee is associated with return payment or non-payment of dues. I understand I can cancel after the initial term expiry date when I give 14 days notice in writing and deliver it to **[Tenille Bentley Holdings Pty Ltd]** via email. I acknowledge the 14 days starts from my next billing date. I understand if I wish to terminate my membership contract early that there is a 50% payout fee of the remanding payable amount.

FOR BILLING QUESTIONS: please email **[accounts@tenillebentley.com]**.

6. Acknowledgment of Understanding: 6.1 I have read the release of liability, waiver of claims and assumption of risk provisions in this agreement and I understand that I am giving up substantial rights, including my right to sue. I/child(ren) acknowledge that I am signing on behalf of myself and my child(ren) (or the equivalent of signing by ticking a box) the agreement freely and voluntarily and intend, by my signature (or the equivalent of signing by ticking a box) that this document be a complete and unconditional release of liability to the greatest extent allowed by law. I/child(ren) further certify that I have fully read and understand the terms of this agreement and will comply with the contents herein.

Signature: __<Signature via online tick box of agreed terms>_____

Date: _____