

Traditional Chinese Culture Institute International LLC

Washington, DC

USA

www.tccii.com

TERMS AND CONDITIONS

CONSENT TO PARTICIPATE, RELEASE, WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

This instrument is a release of liability for athletic, martial arts, Tai Chi, Chi Kung, and Chinese Culture instruction and activities ("Instruction") from Traditional Chinese Culture Institute LLC ("TCCII").

In consideration of acceptance for Instruction, I, the undersigned, with the intent to be legally bound, do for myself and all my heirs, executors, administrators and all others claiming by or through me, or as a result of any claim related to my participation in the TCCII's activities or programs, do hereby state that I am aware of all risks, hazards and uncertainties (including, but not limited too, dislocations, fractures, soft tissue injury, internal injury, neurological impairment, arrhythmia, heart attack, or death) connected with participation in the programs and activities of the Instruction, and do hereby waive, release and discharge the TCCII, and any officers, directors, officials, coaches, instructors, employees, volunteers, instruction participants and any other individuals acting for or on behalf of the TCCII, hereinafter "Agents" from all claims while participating in, traveling to, or from or competing in any of the activities and functions of the Instruction or those it attends.

It is my specific intent to and I do release, acquit and forever discharge the TCCII and Agents, from all claims, demands, actions, causes of action, and for all liability for injury, damage or loss of whatsoever, kind, nature or description that may arise or be sustained by myself which is due in any way or connected in any way with the my participation in the Instruction or any of its functions or activities. It is further my specific intent that this release apply to any injury, damage or claims arising from any act or omission of the TCCII or Agents including any injury, damage or claim arising from any negligent acts or Instruction or negligent omission or other conduct of such organization or individuals.

I hereby assume full responsibility for all risk of bodily injury, death or property damage due to the negligent or other conduct of those parties released hereby or otherwise, as a result of any activities connected in any way with the Instruction or TCCII. I, for myself and all of my heirs, executors and administrators and all others, do hereby further covenant not to sue the TCCII or Agents in the event of any injury or damage of any kind or description whatsoever and should any such suit or claim be instituted at any time, the undersigned do hereby agree to indemnify and hold the TCCII and Agents completely and absolutely harmless from all expenses, demands, claims, fees and costs of whatever description or nature which may arise as the result of any such claims being instituted at any time including all costs, fees and expenses involved in defending or investigating any and all claims, demands or causes of action whatsoever that may hereafter be asserted or brought by myself or anyone on my behalf for the purpose of enforcing any claim for damages on account of any injuries sustained during participation in any activities of the Instruction.

This instrument is intended to be as broad as is permissible under the law of the State of Maryland and this Agreement shall be interpreted under the laws of the State of Maryland. If any portion of this Agreement is invalid and/or is declared to be invalid by a Court of Law, the balance of the Agreement shall continue in full force and effect.

I expressly acknowledge and agree that I have read and understood the terms of this instrument, the CONSENT TO PARTICIPATE, RELEASE, WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further state that no oral representations, statements or inducements which depart from the foregoing written provisions have been made, nor shall they supersede the foregoing written provisions. **I acknowledge that I am completely aware of the potential dangers incident to engaging in the Instruction, and I am fully aware of the legal consequences of signing the within instrument.**

I HAVE READ, UNDERSTOOD AND VOLUNTARILY SIGNED THIS RELEASE

Signature _____

Name _____

Date _____

EMERGENCY MEDICAL AUTHORIZATION

I, the undersigned, do hereby consent and authorize any doctor, emergency medical technician, hospital, other medical facility, or individual to treat or attempt to treat me for any injuries received while participating in any activity of the Instruction, or while traveling to or from participating in any Instruction activity. I further authorize any licensed physician to perform any procedure which he or she deems advisable in attempting to treat or relieve any injuries or any related unhealthy conditions in said participant that may be encountered during any necessary procedure or operation. I further consent to the administration of any anesthesia as deemed advisable by any licensed physician, and do hereby further authorize any x-ray examination, medical or surgical diagnosis or treatment, and hospital care to be rendered to the participant in our absence under the general or special supervision and on the advice of a licensed physician, surgeon, anesthesiologist, dentist or other qualified personnel acting under their supervision. I, the undersigned, realize and appreciate that there is a possibility of complication and unforeseen consequence in any medical treatment, and I assume any such risk on behalf of myself. I acknowledge that there has been no warranty made as to the results of any such treatment or diagnostic procedure.

The TCCII does not carry medical insurance for Participants. The Participant assumes all responsibility for said insurance.

INSTRUCTION AND CONTACT RELEASE

I understand that in order for TCCII to provide quality Instruction, that Agents will have hands on contact with me. I give my permission for hands on contact to made with me. If this contact is uncomfortable, I will immediately advise TCCII. It is my responsibility to report any concerns immediately. **THIS GRANT OF INSTRUCTION AND CONTACT PERMISSION IS MADE VOLUNTARILY BY ME.**

PHOTOGRAPHIC AND VIDEO RELEASE

I, the undersigned, expressly grant TCCII the absolute and irrevocable, royalty-free right and permission to: Record my participation and appearance on digital or film photography, video tape, audio tape, or any other medium (collectively, the "Recordings"); Copyright the Recordings in TCCII's own name, or any other name that TCCII may choose; Use my name (or any fictional name), likeness, voice and biographical material in connection with these Recordings (Use). Reproduce, distribute, publicly display and/or publicly perform, in print, electronic or any other medium, copies of the Recordings, in whole or in part. I represent that I possess all rights necessary to grant this permission for and in connection with the Use. **THIS GRANT OF RIGHTS IS MADE VOLUNTARILY BY ME. I further agree to release and forever discharge TCCII, its agents, employees, and designated representatives, from any and all claims in law or equity that I, my heirs or personal representatives, have or shall have, arising out of the Recordings.**

This instrument is intended to be as broad as is permissible under the law of the State of Maryland and this Agreement shall be interpreted under the laws of the State of Maryland. If any portion of this Agreement is invalid and/or is declared to be invalid by a Court of Law, the balance of the Agreement shall continue in full force and effect.

I expressly acknowledge and agree that I have read and understood the terms of this instrument, including the **CONSENT TO PARTICIPATE, RELEASE, WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, the EMERGENCY MEDICAL AUTHORIZATION, the INSTRUCTION AND CONTACT RELEASE, and the PHOTOGRAPHIC AND VIDEO RELEASE** and further state that no oral representations, statements or inducements which depart from the foregoing written provisions have been made, nor shall they supersede the foregoing written provisions. **I acknowledge that I am completely aware of the potential dangers incident to engaging in the Instruction, and I am fully aware of the legal consequences of signing the within instrument.**

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Name _____

Date _____

REFUND AND CANCELLATION POLICY

Seminar/class registration prices include a \$40 Non-refundable registration fee. Only cash or money orders are accepted at the door. Refunds: 70% refund 60 days prior to the seminar/class; 50% refund 45 days prior to the seminar/class and NO refund 30 days prior to the seminar/class

PRICING; ORDERS; PAYMENT; DELIVERY

All prices are subject to change without prior notice. All orders are subject to acceptance by the appropriate TCCII officer or general manager. Unless otherwise stated, the pricing of all accepted orders is subject to change without prior notice; such prices (together with any taxes applying hereto) shall be those in effect on the date of shipment or service provision. In the event of a price increase, any unshipped portion of the order may be cancelled at Customer's option except that, as to any goods or services to be produced to Customer's requirements or brand, there shall be no right of cancellation.

TCCII reserves the right to apply a monthly service charge of 1-1/2% per month (or the maximum rate permitted by law, if less) for overdue amounts. In addition, Customer shall pay TCCII's legal cost and costs of collection (including court costs) of any overdue amounts. All pricing is contingent upon adherence to payment terms. Failure to meet payment terms will result in automatic price increase to our highest retail price plus penalty of 10% of total amount of order for late payment. (Late payment penalty is in addition to any other interest, fees, or charges.) TCCII shall make every reasonable effort to meet commitments concerning shipping dates and service provision dates; however revisions may be necessary due to unforeseen events. TCCII WILL NOT BE RESPONSIBLE FOR ANY LOSS, INCLUDING BUT NOT LIMITED TO INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, OR LOST PROFITS, OCCURRING TO CUSTOMER OR TO ANY OTHER PARTY AS A RESULT OF ANY DELAY IN SHIPMENT OR PROVISION OF PRODUCTS OR SERVICES.

LIMITED WARRANTIES

TCCII expressly disclaims any warranty or liability for its products, services, activities or events. The acceptance or use of TCCII products, services, activities or events is entirely at the Customer's own risk. TCCII MAKES NO OTHER WARRANTY, AND ALL OTHER WARRANTIES, ORAL OR WRITTEN, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A SPECIFIC PURPOSE ARE HEREBY EXCLUDED AND DISCLAIMED. IN NO EVENT SHALL TCCII BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOST PROFITS. IN NO EVENT SHALL TCCII BE LIABLE FOR DIRECT DAMAGES IN EXCESS OF THE AMOUNTS ACTUALLY PAID TO TCCII BY CUSTOMER FOR PRODUCTS (NOT INCLUDING ANY FREIGHT, INSURANCE, TRAVEL OR OTHER COSTS INCURRED BY TCCII WHICH ARE TO BE REIMBURSED BY CUSTOMER.) TCCII staff is not authorized to warrant the suitability of products, services, activities or events for any particular purpose.

MISCELLANEOUS

Nothing in this agreement shall be construed as offering the Customer a license or interest in TCCII products or services. TCCII shall not be limited from offering the same or similar products or services to any other entity. This Agreement may not be assigned or otherwise transferred by Customer without the prior written consent of TCCII, and any such assignment or transfer without prior written consent shall be null and void and of no force or no effect whatsoever. TCCII failure to insist, in one or more instances, upon the performance of any term or terms of this Agreement shall not be construed as a waiver or relinquishment of its right to such performance or the future performance of such term or terms and Purchaser's obligation with respect thereto shall continue in full force and effect. The paragraph headings in this Agreement are used for convenience only. They form no part of this Agreement and are in no way intended to alter or affect the meaning of this Agreement. The invalidity, in whole or in part, of any provision of this Agreement shall not affect the validity of enforceability of any other of its provisions. This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland. Jurisdiction for any legal action related to this Agreement shall be the State of Maryland, County of Montgomery.

ACCEPTANCE OF TERMS AND CONDITIONS

Customer's submission of registration or an order for any of the products, services, or activities provided by Traditional Chinese Culture Institute LLC (TCCII) shall constitute acceptance by Customer of the Terms & Conditions contained herein, which shall control the transactions between TCCII and Customer. These Terms & Conditions shall not be superseded by any provisions that may be contained in any purchase order or other documentation that may at any time be submitted to TCCII by Customer unless specifically agreed to in writing by TCCII. IT IS FURTHER UNDERSTOOD AND AGREED THAT THE PRICE STATED FOR THE PRODUCTS, SERVICES, OR ACTIVITIES HEREIN DESCRIBED IS A CONSIDERATION FOR LIMITING THE LIABILITY OF TCCII AS SET FORTH HEREIN.

I expressly acknowledge and agree that I have read and understood the TERMS AND CONDITIONS and further state that no oral representations, statements or inducements which depart from the foregoing written provisions have been made, nor shall they supersede the foregoing written provisions. **I acknowledge that I am completely aware of the potential dangers incident to engaging in the Instruction, and I am fully aware of the legal consequences of signing the within instrument.**

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