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These Terms and Conditions apply to your access to, and use of, the Site, any order you place through any of The BioMechanics Web sites or authorized distributors, any products or materials you are granted access to regardless of whether they are paid or complimentary, and to all products, educational materials and services we supply, produce, distribute, or market.

### **RELEASE OF LIABILITY**

Enrollment, use of, or participation in The BioMechanics Method courses, educational materials or programs is expressly conditioned on acceptance of the ASSUMPTION OF RISK, RELEASE OF LIABILITY AND INDEMNITY AGREEMENT contained herein and on our website. You may find the details of this Agreement by clicking on the Release of Liability link in the site menu navigation bar located at the bottom of each page of our website ([www.thebiomechanicsmethod.com](http://www.thebiomechanicsmethod.com)). Please read the information contained in the Assumption of Risk, Release of Liability and Indemnity Agreement carefully as your purchase and/or use of The BioMechanics Method courses, educational materials and programs conveys your acceptance of and agreement to the information contained therein as well as the Terms and Conditions listed below.

[Read our full Release of Liability](#)

### **AUTHORIZED USE – INDIVIDUAL USERS ONLY**

Individuals who purchase or receive education products, courses, or services from The BioMechanics related to the processes, procedures, information, or protocols contained in The BioMechanics Method are given limited permission to use such information for their own personal use with their own personal clients ONLY provided that they do not delete or change any copyright symbol, trademark or other proprietary notice. They are permitted to utilize the procedures, protocols, exercises, assessment tools and marketing materials as a single trainer or practitioner ONLY. Individuals who purchase or receive The BioMechanics Method books, courses or services are not permitted to copy, modify, reproduce, distribute, republish, download, perform, display, post, transmit, sell, re-sell, or make into derivative works in any form or by any means, including, but not limited to, electronic, mechanical, photocopying, recording, or otherwise, the information contained in those books and courses without the prior written permission of The BioMechanics. Use of our courses or textbook content in any other way infringes our intellectual property rights and is illegal. Federal law provides severe civil and criminal penalties for the unauthorized distribution, reproduction, or use of copyrighted materials. Individual users are not conveyed any right or license by implication, estoppel, or otherwise to use The BioMechanics Method for any commercial exploitation that involves persons other than the original purchaser or recipient of the material.

Individual instructors, teachers, agencies, universities, schools, companies, organizations and institutions who adopt The BioMechanics Method for Corrective Exercise textbook for use in their classroom(s) may be provided access to The BioMechanics Method Ancillary Materials and associated ancillary online platform. Use of these ancillary materials and the accompanying online education platform is strictly for use by these specific instructors, teachers, agencies, universities, schools, companies, organizations and institutions who have adopted the textbook and who have also been given written authorization from The BioMechanics to access and use these ancillary materials.

Groups, agencies, schools, universities, companies, institutions or organizations who wish to purchase multiple copies of The BioMechanics Method courses or products or wish to train more than one individual in the processes,

assessment protocols, exercises or methods contained in The BioMechanics Method courses or products must contact The BioMechanics to arrange permission to license the materials or purchase courses or products for each individual that uses, consumes and/or has access to the courses, products or materials.

### **DISTANCE LEARNING COURSE ENROLLMENT AND ACCESS INFORMATION**

The purchase price of The BioMechanics Method Corrective Exercise Specialist (TBMM-CES) course or TBMM-CES Bridging course includes all online materials, unlimited free test retakes (if needed), a downloadable certificate, credential verification, and access to the course itself. Individuals who are enrolled in any version of The BioMechanics Method Corrective Exercise Specialist (TBMM-CES) course or TBMM-CES Bridging course are encouraged, but not required, to complete the course within 12 months of their enrollment date regardless of whether the course(s) was purchased directly through The BioMechanics Method, thebiomechanicsmethod website, or an authorized distributor of The BioMechanics Method course(s).

The purchase price of The BioMechanics Method online course(s), other than The BioMechanics Method Corrective Exercise Specialist (TBMM-CES) course or TBMM-CES Bridging course, includes all online materials, unlimited free test retakes (if needed), a downloadable certificate, and access to the course(s) itself. Individuals who are enrolled in The BioMechanics Method online course(s) other than The BioMechanics Method Corrective Exercise Specialist (TBMM-CES) course or TBMM-CES Bridging course are encouraged, but not required, to complete the course(s) within 12 months of their enrollment date regardless of whether the course(s) was purchased directly through The BioMechanics Method, thebiomechanicsmethod website, or an authorized distributor of The BioMechanics Method course(s).

The BioMechanics Method online course(s) include unlimited online access. However, if a course(s) is discontinued, no longer offered for sale or and/or no longer supported, then access to the course(s) will expire and no refund will be given. Notification for expiring courses will be made six months prior to expiration to allow for course completion. Access periods and fees are subject to change without notice.

### **DISTANCE LEARNING COURSE REFUND POLICY**

There are no refunds for The BioMechanics Method online courses/programs. **All sales are final.** Individuals who enroll in The BioMechanics Method courses and subsequently decide not to proceed with the course(s) do so with the awareness that they will not be eligible to return the course materials for a refund. If you have purchased The BioMechanics Method course(s) from one of our authorized distributors, please refer to their return and refund policies as your purchase is subject entirely to the resellers' terms and conditions.

### **EXCHANGE POLICY**

Your satisfaction is our number one priority. All tangible products sold by The BioMechanics Method are guaranteed to reach you in excellent condition. In the unlikely event that you receive a product that is damaged or defective, and you purchased your item(s) directly from The BioMechanics Method or through thebiomechanicsmethod.com website, you may request a replacement of the same item at no additional cost.

All requests for replacements must be made within 15 days from the date of the original purchase date and should be sent to customerservice@thebiomechanicsmethod.com. No exchanges can be made for any reason more than 15 calendar days after your original date of purchase. There are no refunds for tangible products. **All sales are final.**

If you have purchased The BioMechanics Method apparel or tangible products from one of our authorized distributors, please refer to their return, exchange, and refund policies as your purchase is subject to the resellers' terms and conditions.

### **CHANGES TO THE SITE**

The BioMechanics may, in its sole discretion, terminate, change, modify, suspend, make improvements to, or discontinue any aspect of the Site or any products available through or outside of the Site, temporarily or permanently, including the availability of any features of the Site or access to any parts of the Site, at any time without notice to you, and you agree that The BioMechanics shall not be liable as a result of any changes or amendments.

### **LINKS TO OTHER SITES**

Any links to third party web sites found on our website(s) are provided solely as a convenience to site users. Use of third party web sites is subject to the privacy policies and terms and conditions of use for those sites. The BioMechanics is not responsible for the content or accuracy of any linked third party sites, nor do they make any representations regarding the content or accuracy of any content or materials on third party web sites. Access or use of linked third party web sites is at the users' own discretion and risk.

**OTHER IMPORTANT INFORMATION**

These Terms and Conditions may be amended or updated from time to time by us without notice to you. In such an event, any updates or amendments will be posted on the Site. The Terms and Conditions displayed on the Web site at the time an order is accepted will apply to the order.

These Terms and Conditions supersede any other terms and conditions previously published by us and any other representations or statements made by us to you, whether oral, written, or otherwise. No delay by us in exercising any right or remedy under these Terms and Conditions shall operate as waiver of that right or remedy or shall affect our ability to subsequently exercise that right or remedy. Any exception to the terms outlined herein must be agreed in writing by all parties.

**CUSTOMER SERVICE ASSISTANCE**

If you have purchased products or course(s) directly from The BioMechanics or through [thebiomechanicsmethod.com](http://thebiomechanicsmethod.com) website and have any questions, comments, or concerns about your course purchases, the Terms and Conditions of use, or to inquire about licensing options please don't hesitate to contact us. We can be reached at (619) 295-7773 or you can send an email to [customerservice@thebiomechanicsmethod.com](mailto:customerservice@thebiomechanicsmethod.com).

If you have purchased The BioMechanics Method course(s), books or products from one of our authorized distributors, please contact their customer service department for assistance with any questions, comments or concerns.

## **ASSUMPTION OF RISK, RELEASE OF LIABILITY AND INDEMNITY AGREEMENT FOR PURCHASERS/USERS OF THE BIOMECHANICS METHOD EDUCATIONAL PRODUCTS**

I hereby agree to enroll and participate in the educational course offered by The BioMechanics LLC, called The BioMechanics Method (referred to as the "Program"), and that my participation is voluntary and for my own commercial benefit.

In consideration for my right to participate in this Program, I agree as follows:

### **NON-CONSUMER STATUS**

I hereby agree and acknowledge that the Program is being offered to me solely by virtue of my status as a professional that provides or intends to provide health and fitness related services to individuals and/or groups. I hereby represent that I currently work for, intend to work for, or own and/or operate a proprietary business which offers health and fitness related services to individuals and/or groups. I hereby further represent that I am not a "consumer" as the term "consumer" is defined in Article 2, Section 1 (a), of the Hague Convention on Choice of Court Agreements (Concluded June 30, 2005).

### **ASSUMPTION OF RISK**

The Program contains information relating to human anatomy, musculoskeletal deviations, assessment procedures, and instruction in the performance of exercises to alleviate muscle and joint pain. As such, participation in the Program carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks vary from one person to another, but may include: 1) minor injuries such as scratches, bruises, muscle pain, muscle tears, numbing and tingling sensations, headaches, and sprains, to 2) major injuries such as displaced or broken ribs, joint or back injuries, severe pain, sciatica, nerve damage, ligament damage, heart attacks, concussions, loss of physical sensation, and loss of consciousness, to 3) catastrophic injuries including stroke, paralysis or death. I understand and agree that this list of risk is not exhaustive and only represents a small sample of the type of injuries I or participants in the Program may encounter.

I have read the previous paragraph and I know, understand, and appreciate these and all other risks that may be inherent in the Program. By checking the Terms and Conditions checkbox on this website or purchasing or receiving The BioMechanics Method course materials from approved vendors or providers, I acknowledge that I have been made aware of and have been provided access to this Assumption of Risk, Release of Liability and Indemnity Agreement, and The BioMechanics Method Terms and Conditions. I assume all liabilities, risks, conditions, injuries or damages, to any person, including me, might incur or aggravate arising out of the Program, whether such liabilities, injuries, conditions, injuries, or damages are known or unknown, foreseeable or unforeseeable, or in any way connected with participation in, or use of the Program. I accept personal responsibility for any liability, injury, condition, loss, or damage in any way connected with my participation in, or use of the Program without regard to the cause.

I represent that I have no disability, impairment, or ailment preventing me from engaging in active or passive exercise that will be detrimental or injurious to my health, safety, comfort or physical condition if I use the Program. I further acknowledge that I will not provide any instruction to any third party related to the Program unless such party is physically and medically able to receive such instruction without injury.

### **RELEASE OF LIABILITY AND WAIVER**

I on my own behalf, and behalf of all my minor children, and my and their personal representatives, assigns, successors, heirs, insurers, next of kin, and all others acting by or through me (collectively referred to as the "Releasing Parties"), acknowledge and agree that the use of the Program involves risk of injury to persons and property, and the Releasing Parties hereby release from any liability The BioMechanics LLC, and its owners, shareholders, directors, officers, parents, subsidiaries, employees, members, managers, independent contractors, instructors, agents, and all individuals assisting with the Program (the "Released Parties"), harmless from all liability, injury, or death caused by or resulting from, or in any way connected with my participation in the Program, either as a student or instructor, or as a result of my engaging in, receiving, or providing instruction related to assessment and exercise activities or any activities incidental thereto, wherever, whenever, or however the same may occur. The Releasing Parties hereby voluntarily waive any and all claims against the Released Parties resulting from their active or passive negligence or otherwise, both present and future, that may be made by any of the Releasing Parties. This agreement will apply for each and every course and Program Level offered by The BioMechanics I engage in now, and in the future, without requiring me to acknowledge receipt of an additional Assumption of Risk and Release of Liability form for subsequent Program Levels.

I further agree and acknowledge that I, in using the Program, either as a student or providing instruction or services to any third party arising out of the Program, will use my own independent judgment in the care and treatment of my own customers/clients/students. As such, I hereby waive any and all claims of active or passive negligence or breach of

professional standards I may have now, or in the future, against the Released Parties and hereby forever release and discharge the Released Parties from any such claims by a Releasing Party.

#### **INDEMNIFICATION AND HOLD HARMLESS**

I hereby agree to defend, indemnify, and hold harmless the Released Parties for any liability, loss, cost, expense, injury, death, or damage whatsoever, caused by reason of any injury sustained by any person or to property, by reason of, relating to, or arising out of, my care, treatment, or other provision of services, to my customers/clients/students or use of the Program in any way, without regard to whether it is caused by or, alleged to have been caused by, the active or passive negligence of the Released Parties.

I further agree to defend and indemnify The Released Parties against any and all claims, actions, suits, procedures, proceedings, costs, expenses, damages, and liabilities, including any that arise out of claims or lawsuits against me or any third party, for personal injury, death, consequential damage, or property damage, relating to my involvement or use of any information, assessment or program design procedure, or exercises contained in the Program, and to reimburse them for any such expenses, including but not limited to reasonable attorneys' fees and costs, incurred.

I understand that the information, instruction and techniques discussed in this Program are general in nature and are not meant to be, and should not be taken as, medical advice or specific instructions as to the care or treatment of any particular customer/client/student that I may advise or work with. I further understand that the information and materials contained in the Program are in no way intended to be a substitute for medical council or advice and that none of the Released Parties are licensed medical practitioners in any jurisdiction.

#### **SEVERABILITY**

I expressly agree that the foregoing Assumption of Risk, Release of Liability and Indemnity Agreement is intended to be as broad and inclusive as its permitted by the law of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

#### **CHOICE OF COURT**

This Agreement is entered into in California. It is expressly agreed by the parties that this Agreement shall be governed by, interpreted, construed and enforced in accordance with the domestic laws of the State of California, in the United States of America, without reference to principles of conflicts of law. It is further expressly agreed by the parties that this Choice of Law provision falls under the purview of Chapter II, Article 5 of the Hague Convention on Choice of Court Agreements (concluded on June 30, 2005).

#### **COMPLIANCE WITH LAWS**

I acknowledge that I shall, at my own cost and expense, comply in full with all applicable federal, state, and local statutes, laws, ordinances, rules regulations, orders, licenses, permits or fees applicable to my use of the Program.

#### **ACKNOWLEDGEMENT OF UNDERSTANDING**

**I have read this Assumption of Risk, Release of Liability and Indemnity Agreement, fully understand its terms, understand that I have given up substantial rights by agreeing to it, including my right to sue, and have agreed to it freely and voluntarily without any inducement, assurance, or guarantee being made to me and intend my acceptance to be a complete and unconditional release of all liability to the greatest extent allowed by law and that I have the actual authority to do so.**