

**VEBA RESOURCE CENTER
TERMS AND CONDITIONS OF PARTICIPATION
ONLINE COURSE ACKNOWLEDGMENT, PRIVACY WAIVER AND ASSUMPTION OF RISK**

Please read the following Terms and Conditions carefully before using the VEBA Resource Center website, and before enrolling and participating in any course, program or event offered by the VEBA Resource Center, whether offered in-person or online. THE INFORMATION BELOW CONTAINS IMPORTANT WAIVERS OF YOUR RIGHTS. PLEASE READ THIS DOCUMENT IN ITS ENTIRETY.

The VEBA Resource Center is not a medical facility. The online or in-person programs or courses offered by the VEBA Resource Center are not intended to provide medical diagnosis or treatment. Participation in online or in-person programs may not be suitable for everyone. You are responsible for fully understanding your personal medical condition and physical limitations that prevent you from safely participating in the full range of exercises and activities presented within any online or in-person program offered by the VEBA Resource Center. No member of the staff is qualified or licensed to offer medical examinations, diagnosis, consultations, recommendations or opinions as to whether or not a particular course or activity is appropriate for your physical and mental health status. Physical exercise instruction provided through these on-line or in-person programs can be strenuous and may cause serious injury. You are hereby advised that you must obtain a thorough medical examination by a licensed medical doctor, and should consult with such doctor as to the appropriateness of your engagement in the fitness, exercise or other programs offered by the VEBA Resource Center.

As part of the online and in-person programs, and from time to time, the VEBA Resource Center may offer information, suggestions or recommendations involving diet and/or the use of food supplements; and may offer food, beverages and other dietary items during the program. Dietary and food supplement changes can be dangerous and can cause serious injury or illness. Each member is hereby advised that he or she should have a thorough medical examination by a licensed medical doctor, and should consult with such doctor as to the appropriateness of the member making any dietary or food supplement changes.

You expressly agree to indemnify and hold the VEBA Resource Center (employees, representatives and agents) harmless against any and all claims, demands, damages, rights of action, or causes of action, of any person or entity, that may arise from injuries or damages sustained by you, or by any of your guests, during or in connection with the activities.

You agree to be solely responsible for the safety and well-being of yourself and any guests.

With respect to in-person programs, you agree to comply with all rules imposed by the VEBA Resource Center regarding the use of the facilities and equipment. You agree to conduct yourself in a controlled and reasonable manner at all times, and to refrain from using any equipment in a manner inconsistent with its intended design and purpose.

You understand and agree that the VEBA Resource Center is not responsible for property that is lost, stolen, or damaged while you are in, on, or about the premises.

VIDEO RELEASE AND PRIVACY WAIVER

You acknowledge and understand that in person or online group classes and programs may be video/photographed for the VEBA Resource Center education series. You further acknowledge that online programs will be offered through the use of internet-based video streaming technology. Every effort will be made to ensure professional confidentiality and to protect anonymity of those involved, however, the confidentiality and anonymity of your participant cannot be guaranteed and may be subject to unauthorized disclosure by those who gain access to online programs through illegal computer hacking, network infiltration efforts or other means of access that are beyond the control of the VEBA Resource Center. By participating in any on-line course or program, you agree to hold the VEBA Resource Center (employees, representatives and agents) harmless against any and all claims, demands, damages, rights of action, or causes of action, of any person or entity, that may arise from injuries or damages sustained by you, or by any of your guests, during or in connection with any unauthorized access to and/or disclosure of your participation in such programs.

Any recording and replay of any online course sanctioned by the VEBA Resource Center, including the use of the videos, photo's, and/or descriptions of video and/or photo's, will be for professional purposes only and in the interests of improving member well-being through training and education programs. Furthermore, it is your responsibility to notify a VRC Staff Member if you do not wish to be videotaped, photographed or otherwise have your participation in any online or in-person program to be recorded through technology of any kind, including but not limited to audio or visual technology.