

This Agreement (“Agreement”) for the sale of services is between Meredith Harris Workshops (the “Company”), and all registered workshop participants (the “Customer”).

The parties agree as follows:

1. **Sale of Workshop/Services.** The Company shall sell to the Customer and the Customer shall purchase from the Company the services set forth on Exhibit A (the “Workshop”) in the quantities and at the prices stated in Exhibit A. Unless otherwise stated in Exhibit A, the Customer shall pay all taxes and third-party expenses imposed on, in connection with, or measured by the transaction contemplated by this agreement in addition to the prices set forth on Exhibit A.

2. **Invoices; Payment.** Unless otherwise stated in Exhibit A, payment for the Workshop is due within 15 days of the date of the Company’s invoice, which date will be before the date of the Company’s delivery of Services. The Customer understands that they may lose their workshop seat due to non-payment and that any partial payments will be forfeited.

3. **Non Refundable Payment.** All moneys paid to the Company for workshop attendance is non-refundable. In the case of Customer’s inability to attend registered workshop, the Company may, at their discretion, allow application of all or part of payment to be applied to future workshops. In instances where Customer is not able to attend a future workshop the Company is not required to refund any or all of the money paid.

4. **Transfer of Attendance.** Registration may be transferred to another participant who is not yet registered for that particular workshop. Customer may not transfer registration to another participant for a different workshop than the one in which they are registered. Any exchange of money for transfer of attendance is at the discretion of the Customers. The Company is not to be held responsible or liable for any exchange or lack there of money between participants.

5. **Limitation of Actions.** No action arising out of or relating to this agreement or the transactions it contemplates may be commenced against the Seller more than 12 months after the basis for such claim could reasonably have been discovered.

6. **Governing Law and Designation of Forum.** (a) The laws of the State of Colorado (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this agreement and the transactions it contemplates, including, without limitation, its interpretation, construction, validity, performance (including the details of performance), and enforcement.

(b) A party bringing a legal action or proceeding against the other party arising out of or relating to this agreement or the transactions it contemplates must bring the legal action or proceeding in any court of the State of Colorado sitting in Denver County. Each party to this agreement consents to the exclusive jurisdiction of the courts of the State of Colorado sitting in Denver County and its appellate courts, for the purpose of all legal actions and proceedings arising out of or relating to this agreement or the transactions it contemplates.

7. **Unforeseen Circumstances.** The Seller will not be liable for delays in performance or for non-performance due to unforeseen circumstances or causes beyond the Company's reasonable control.

8. **Assignment; Delegation.** The Customer may not assign any of its rights under this agreement or delegate any performance under this agreement, except with the prior written consent of the Company. Any purported assignment of rights or delegation of performance in violation of this section is void.

9. **Limitation of Liability.** The Company will not be liable for any indirect, special, consequential, or punitive damages (including lost profits) arising out of or relating to this agreement or the transactions it contemplates (whether for breach of contract, tort, negligence, or other form of action) and irrespective of whether the Company has been advised of the possibility of any such damage. In no event will the Company's liability exceed the price the Customer paid to the Company for the specific Services provided by the Company giving rise to the claim or cause of action.

Release from Liability for Services

The Customer, does hereby waive and release, indemnify, and forever discharges Meredith Harris Workshops ("Company"), and its agents, employees, officers, directors, affiliates, successors, members, and assigns, of and from any and all claims, demands, debts, contracts, expenses, causes of action, lawsuits, damages and liabilities, of every kind and nature, whether known or unknown, in law or equity, that I ever had or may have, arising from or in any way related to the services ("Services") being provided to me by Company provided that this waiver of liability does not apply to any acts of gross negligence, or intentional, willful or wanton misconduct.

By this Agreement the Customer assumes any risk, takes full responsibility and waives any claims of personal injury, death or damage to personal property associated with such Services, including but not limited to temporary or permanent damage, unsatisfactory results from said Service being provided to me, and personal property damage.

10. **Recovery of Expenses.** In any adversarial proceedings between the parties arising out of this agreement or the transactions it contemplates, the prevailing party will be entitled to recover from the other party, in addition to any other relief awarded, all expenses that the prevailing party incurs, including legal fees and expenses.

11. **Entire Agreement.** This agreement constitutes the entire agreement between the parties with respect to the subject matter of this agreement and supersedes all other agreements, whether written or oral, between the parties. The provision of this Agreement will continue in full force and effect even after termination of the Services being provided, whether by agreement, by operation of law, or otherwise.

12. **Amendments.** No amendment to this agreement will be effective unless it is in writing and signed by both parties.

13. **Signature of Agreement.** Customer's purchase of workshop registration constitutes signed agreement to these terms and conditions. Any questions relating to this document shall be presented to the Company prior to purchase or the Customer relinquishes their right to question or amend the Agreement, or have any claim that they did not read or understand the Agreement.

01/01/2017

Meredith Harris Workshops

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