Member Agreement & Waiver of Liability

Welcome to the Global Association for Integrative Nutrition ("GAIN")! We are so excited to have you as part of our community. Before we can start sharing all of our amazing resources with you, you must read and agree to the terms of our Welcome Waiver (the "Waiver"), which clearly explains that GAIN will not be liable or responsible for the actions you take in using our resources or participating in our community.

PLEASE READ THIS AGREEMENT CAREFULLY, UNDERSTAND FULLY, AND ASK QUESTIONS IF ANYTHING IS UNCLEAR.

In exchange for being allowed to participate in the GAIN community, you agree to be bound by the following terms and conditions:

1. **Professional Advice + Recommendations.** While we do provide a plethora of professional support (information about schools, programs, products, lawyers, accountants, doctors, etc.) and resources to you, GAIN assumes no liability whatsoever for the quality of information we share or the quality of the services professionals we recommend/provide. You understand that in utilizing or acting upon the recommendations provided through our website and services, you assume full responsibility for any and all decisions you make.

1.1. Further, you fully release GAIN from the outcome, either direct or indirect, stemming from your use of our services or recommendations. Everything we recommend to you is offered based on the positive results of our experiences and the experiences of our community, but we make no representations or warranties about the veracity of information or competency of any services offered through GAIN.

1.2. Unless explicitly stated, we do not take any commission payments from anyone we promote on our website or through our services. If we are promoting a product or service and getting a commission, we'll let you know by adding a * to the title to indicate this is an affiliate link so you can decide to follow our recommendation accordingly. We always recommend and promote things we love. However, you are and will always be solely responsible for any actions you take based on our recommendations.

2. **Qualifications.** You understand that we do not hold professional designations or qualifications such as lawyer, doctor, or accountant. If we refer to or share any

information or insights related to these fields, please understand we are not representing any of this information to be of a professional nature. Further, we do not represent that we hold any of these professional designations. We always recommend you connect with an accredited professional if you have an inquiry which requires the opinion or guidance of a doctor, lawyer or accountant. Our administration has many years of experience in the health and nutrition fields, but we are not lawyers, insurance agents, accountants, or doctors etc.

3. **Your Use of GAIN Designations + Communication with Your Clients.** You understand that you are exclusively responsible for the way in which you use any designations you may be awarded through your participation in GAIN programs in your respective jurisdiction. You understand the jurisdictional rules around the way you describe your services and the benefits of your services as a health practitioner varies greatly from jurisdiction to jurisdiction. It is your responsibility to make yourself aware of the rules of your jurisdiction and follow them accordingly.

3.1. You release GAIN from any responsibility regarding the words you use to describe your services or the benefits of your service with your clients. You will always be solely responsible to ensure you are acting properly within the law in terms of how you communicate with your clients.

4. **Medical Advice.** You understand that any information we share on our portals or through our communications is not medical advice and should not be taken as such. We are simply sharing information which helps lead to best health practices. We insist that you speak with or consult a medical professional before acting on any medical information we share or anything which comes across as medical advice. We always encourage you to consult a medical professional should you have any doubts, questions or concerns with any of the information we share on our website and through our member portals.

4.1. **Diagnosing Diseases.** Further, we are not qualified to diagnose or treat any disease or condition, and this is something we do not do. We encourage you to speak with a medical professional should you, or a client, have or suspect you have a disease or an ailment which requires treatment.

5. **Mandatory Governmental Licensure.** You understand that in some jurisdictions you may be required to hold government mandated licensure and that any designations you hold from GAIN will not satisfy this requirement. You understand fulfilling this requirement is entirely your responsibility and you release GAIN from any responsibility from your inability to secure any mandated licensure as required by the government of your jurisdiction.

6. **Liability Insurance Policy.** GAIN Professional Members are required to carry a minimum of $1 million dollars of Errors and Omissions insurance however you are not required to opt into the GAIN group insurance plan. You understand that as an active member, you are eligible for the GAIN group priced liability insurance at an additional cost to you. You must be a part of the group to keep the coverage and group rates valid. GAIN is not responsible for gaps in coverage due to failure to renew your membership or liability coverage on time. Nor is GAIN responsible should a claim against you arise during a period of time when you are not insured. You acknowledge that it is your sole responsibility to ensure your membership and insurance stays valid at all times.

7. **Terms & Conditions.** You confirm that you have read, understand and agree to the Terms and Conditions of using this member site including but not limited to the Terms of Use, Subscriptions, Refund Policy, Disclaimer, Third Party Links and Termination of Access.

8. **Release of Liability.** You hereby release GAIN and its employees, volunteers, agents, executors, administrators, successors, heirs and assigns (collectively, the "Released Parties") from any liability and damages arising from any form of personal injuries or losses you may sustain by joining our membership site, following our resources and from attending GAIN events. You release the Released Parties for any and all damages, however caused, including out of negligence, as a result of your participation with GAIN.

8.1. You are releasing the Released Parties at your own risk and you agree to forfeit any and all forms of legal recourse which may be available to you, including but not limited to any form of damages, as a result of your participation as a GAIN member.

8.2. You agree that these provisions above apply to you, your family, heirs, executors, and anyone else who may be able to bring a legal action on your behalf in the future. You hereby indemnify and hold harmless the Released Parties from any and all liability for any property damage or personal injury to any third party resulting from your membership with GAIN and at any GAIN events.

9. **Jurisdiction.** You understand that our business is based in British Columbia, Canada and as such the legal jurisdiction for any issues arising out of your participation with GAIN or this Waiver shall be governed exclusively by the laws of the Province of British Columbia.

10. **General Terms.**
    - **Severability.** If any provision of this Agreement is invalid or unenforceable, the other provisions in the Agreement will remain in full force and effect.

- **Headings.** The headings used in this Agreement are for stylistic purposes only and none of the content in the headings are intended to be legally binding.

As a member of the Global Association for Integrative Nutrition (GAIN), I hereby release, waive, discharge and covenant not to sue OR COUNTERSUE the promoters, administration, organizations and any affiliated entities thereof from all liability to the undersigned, his personal representatives, assigns, heirs, and next of kin FOR ANY AND ALL LOSS OR DAMAGE, AND ANY CLAIM AGAINST OR DEMANDS THEREFORE ON ACCOUNT OF INJURY TO THE PERSON AND OR CLIENTS OF UNDERSIGNED OR PROPERTY OR RESULTING IN DEATH OF THE UNDERSIGNED OR CLIENTS OF THE UNDERSIGNED ARISING OUT OF OR RELATED TO EVENT(S) UNLESS CAUSED BY DIRECT NEGLIGENCE OF THE RELEASEES.

I HEREBY AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS the Releasees and each of them FROM ANY LOSS, LIABILITY, DAMAGE, OR COST INCLUDING BODILY INJURY OR PROPERTY DAMAGE, they may incur arising out of my presence or participation in the EVENT(S), UNLESS CAUSED BY DIRECT NEGLIGENCE OF THE RELEASEES.

I HAVE READ THE ENTIRE CONTENTS OF THIS MEMBER AGREEMENT AND WAIVER OF LIABILITY, FULLY UNDERSTAND ITS TERMS. I CONFIRM THAT I HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Full Legal Name: _____

Signature: _____

Date: _____