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Group Program Agreement

This Group Program Agreement, hereinafter referred to as "Agreement," is made between the group program organizer ("Organizer"), specifically as follows:
, an individual, who may be contacted as follows:
Address:
Website Address: (the "Website")
Email: (the "Business email")

and you, as a participant (hereinafter referred to as "you" or "Participant") in the group program ("Group Program"), defined further below.

Telephone:

Your participation in the Group Program is subject to each of the terms and conditions contained within this Agreement, all parts and sub-parts of which are specifically incorporated by reference here. By clicking "Purchase," "Confirm," "Attend," or undertaking any other affirmative action manifesting your intent to participate in the Group Program, including providing the Organizer with credit card or billing information to be charged for your participation, you acknowledge and agree that you are entering into a legally binding agreement with the Organizer.

YOU AGREE TO BE BOUND AND ABIDE BY THIS AGREEMENT AND ANY AMENDMENTS THERETO. READ THIS AGREEMENT CAREFULLY BEFORE MANIFESTING YOUR ASSENT, ESPECIALLY SINCE THIS AGREEMENT MAY AFFECT YOUR LEGAL RIGHTS, SUCH AS REQUIRING BINDING INDIVIDUAL ARBITRATION AND LIMITING YOUR RIGHT TO BRING A LAWSUIT OR CLASS

ACTION. IF YOU DO NOT AGREE TO THESE TERMS, PLEASE DO NOT MANIFEST YOUR ASSENT TO PARTICIPATE IN THE GROUP PROGRAM.

Organizer and Participants may be referred to individually as "Party" and collectively as the "Parties."

Article 1 - GROUP PROGRAM: Organizer agrees to provide, organize, and maintain the following Group Program: Name of Group Program: Description of Group Program: Start Date: End Date: Location: Accomodation Type: Amenities:

Total Fees: \$2 (two US dollars) ("Total Fees")

Any additional applicable details for the Group Program will be made available to you prior to purchase or confirmation. Such details will be provided by Organizer. Any such page, text, or email including any additional details for the Group Program is hereby incorporated by reference and shall be considered part and parcel of this Agreement.

Article 2 - CONFIRMATION:

In order to secure your spot in the Group Program, the following steps must be taken:

Participants will complete the entirety of the Group Program purchase on the Website, as listed above.

At the conclusion of these steps, you will receive a confirmation email which will outline the details of your completed registration. If you do not receive a confirmation email within five (5) days of completing your registration, please contact Organizer.

Organizer may request the provision of additional information, such as identification and/or additional forms and questionnaires. You hereby consent to receive all such correspondence related to the Group Program.

Please be advised that any itinerary provided to you is subject to change and may be modified by Organizer at any time. You hereby acknowledge and agree that Organizer has a right to do so for any reason, including, but not limited to weather, third-party vendors or providers, and any local circumstances which Organizer deems unfit for the regularly scheduled Group Program.

Article 3 - GROUP PROGRAM TERMS:

After confirmation of your participation in the Group Program, you may not be able to begin until the specified start date. You must complete the Group Program by the specified end date.

We do not offer any promises or guarantees with regard to our Group Program. You hereby acknowledge and agree:

- A) You are solely and exclusively responsible for the choices that you make with regard to this Group Program, the materials contained within it, or any significant changes to your business or life;
- B) You are solely and exclusively responsible for your own mental health, physical health, business decisions, and any other actions or inaction you choose to take;
- C) We are not liable for any result or non-result or any consequences which may come about due to your participation in the Group Program;
- D) This Group Program does not constitute a therapeutic relationship or a medical one. We do not provide therapy or medical services and you are responsible for procuring these services at your own will and discretion if needed.

Article 4 - PAYMENT:

At the time of initial reservation of the Group Program, you must provide a deposit of the following amount: \$2 (two US dollars) ("Deposit").

The Group Program must be reserved and the Deposit paid prior to the following date:
______. The Deposit and all fees are nonrefundable. If you cancel your spot in the Group Program, you will not be entitled to any refund of the Deposit or any additional fees paid.

If the Group Program is reserved by you after the date listed above, the Total Fees for the Group Program are due at the time of booking.

The entirety of the Total Fees must be paid the following amount of time prior to the start date of the Group Program: _____.

If the Total Fees are not received by Organizer by the date listed above, your spot may be canceled without prior notice to you.

If the Total Fees are not received by Organizer prior to the beginning of your participation in the Group Program, you may not be able to begin the Group Program or your spot may be canceled without prior notice to you.

Article 5 - CANCELATIONS:

As noted above, Organizer reserves the right to cancel if the Total Fees are not received prior to the beginning of your desired participation in the Group Program. If such a cancelation is undertaken, you are not entitled to receive your Deposit back, if applicable, or any other fees paid to that date.

Organizer may cancel the Group Program for any reason, unrelated to an individual Participant, in the Organizer's sole and exclusive discretion. If Organizer cancels for any commercial reason, all Participants are entitled to receive back any and all monies paid to the Organizer. Organizer shall not be responsible for any fees paid by Participant to any third parties.

If Participants wish to cancel, written notice of such cancellation must be sent to Organizer via email. As noted above, in the event of Participant cancellation, no fees will be returned.

Article 6 - MEDIA RELEASE:

You acknowledge and agree that during the Group Program, you may be subject to photographs, video, sound recordings, or other media captures of your face, name, voice, or likeness. In consideration for your participation in the Group Program, you hereby and irrevocably consent to the use, publication, distribution, broadcasting, reproduction, live-streaming, editing, recording, posting, copyrighting, licensing, digitization, and/or re-release of the Released Media, as defined below, by the Organizer, as well as any employees, affiliates, associates, representatives, or agents (collectively referred to as the "Release Receiver") for any legal reason or purpose, including but not limited to social media, commercial products, education, course materials, video footage, sales, marketing, or any other medium in any form that has been or will be invented.

The Released Media will include, but is not limited to, all photographs, videos, sound recordings, paintings, sculptures, and all other media currently known or hereinafter developed, captured of you or your likeness during the Group Program by the Release Receiver.

You hereby release the Release Receiver from any and all claims and demands arising out of or in connection with any use of the Released Media, including, without limitation, claims for privacy violations, right of publicity claims, defamation and/or any other intellectual property rights. You claim no ownership of the Released Media and forego any opportunity, whether past or present, to copyright or trademark the Released Media.

You give consent to the use of this Released Media while knowing and understanding that your name, comments, and other identifying factors may be revealed to the general public. However, the Release Receiver may not make known to any party in any medium my known or previously known location, email or physical address, or any other contact details, such as phone number.

Article 7 - VOLUNTARY PHYSICAL PARTICIPATION:

You hereby acknowledge and agree that you will voluntarily be participating in certain physical activities ("Physical Activities") during the Group Program. The Physical Activities may include, but are not limited to: walking, swimming, hiking, biking, yoga, fitness activities, climbing, or other types of strenuous physical activities.

You understand and are aware that your participation in the Physical Activities involves risks. These risks may lead to tangible or intangible harm, and you agree that they may result not only from your own actions but also from the actions of others. With the

knowledge and understanding of these risks, you choose, of your own will and volition, to continue participating in the Physical Activities.

You also acknowledge and agree that there are risks that you may not have considered, yet you waive your right to any claims that may occur from these unconsidered risks and choose, of your own will and volition, to participate in the Physical Activities.

You acknowledge and agree that by attending the Group Program you consent to waive certain legal rights, including the right to sue the Organizer, and, if applicable, its owners, employees, agents, trainers, representatives, and facilities from any physical, material, tangible or intangible, loss or damages that may happen to you during your participation in any of the Physical Activities undertaken while under their instruction or thereafter.

Article 8 - HEALTH ELIGIBILITY:

Your participation in the Group Program indicates your acknowledgment and agreement with, as well as your warranty of, the following statements:

- (a) It is my responsibility to consult a physician before participating in this or any physical program to ensure my eligibility for strenuous Physical Activity and I affirm that I have no medical conditions that would restrict me from participating in any of the Physical Activities.
- (b) I agree to hold the Organizer, and if applicable, its employees, owners, agents, trainers, and representatives, harmless from any damage, whether tangible or intangible, that may happen to me while participating in the Physical Activities. Such injuries may include, but are not limited to, muscle strains, muscle sprains, muscle spasms, heart attacks, raised blood pressure, and broken, fractured, or dislocated bones.
- (c) I agree that if I do experience medical issues, I will contact my doctor immediately.
- (d) I agree and verify that all of the information that I have given the Organizer and its representatives is accurate, up-to-date, and without the omission of any known medical issues.
- (e) I agree and verify that If I have omitted any necessary personal information, whether knowingly or unknowingly, I will hold the Organizer harmless against all liability for any damages that may occur to myself or to others because of my

actions or inactions.

- (f) I agree to keep the Organizer apprised of any changes or upcoming changes concerning my physical health and personal information.
- (g) I understand and agree that it is my responsibility to let the Organizer know if I find myself in any pain or discomfort before, after, or during the Physical Activities.
- (h) If I do require medical treatment or attention while or after participating in the Physical Activities, I agree that the medical costs are mine and mine alone and hold the Organizer blameless from any charges, fees, or costs that my conditions may incur.
- (i) I specifically acknowledge and agree that these clauses are not intended to be a general release, which would be limited under some state and local laws.

Article 9 - REGISTRATION TO USE WEBSITE:

Participants may be asked to register to use Organizer's Website. Participants will choose a unique identifier and password. Participant is responsible for ensuring the continued accuracy, security, and confidentiality of this information. Participant may also be asked to provide billing information, which will be subject to the same requirements of accuracy, security, and confidentiality. Providing false or inaccurate information, or using the Website to further fraud or unlawful activity is grounds for immediate termination of this Agreement.

Article 10 - RELEASE OF LIABILITY:

Participant hereby releases Organizer, as well as any of Organizer's affiliates, licensors, suppliers, subsidiaries, parents or other legal representatives, from any claims, demands, damages or other legal action which may arise from Participant's dispute with any other Participant.

Article 11 - TERMINATION:

This Agreement shall continue until canceled as specified above by either Party or until the Participant completes the Group Program. Any provision of this Agreement which by its terms imposes continuing obligations on either of the parties shall survive termination of this Agreement.

Article 12 - INTELLECTUAL PROPERTY:

Participant acknowledges and agrees that the Organizer's name, services, and any logos, designs, text, graphics, software, content, files, materials, and any other intellectual property rights contained therein, including without limitation, any copyrights, patents, trademarks, proprietary or other rights arising thereof, are owned by the Organizer or its affiliates, licensors, or suppliers.

Participant acknowledges and agrees that the source and object code of the Website and the format, directories, queries, algorithms, structure, and organization of the same are the intellectual property, proprietary, and confidential information of Organizer and its affiliates, licensors, and suppliers.

Organizer may provide Participant with certain information as a result of participation in the Group Program. Such information may include, but is not limited to, documentation, data, or information developed by us and other materials which may assist in your participation in the Group Program ("Materials"). Subject to this Agreement, Organizer grants you a non-exclusive, limited, non-transferable and revocable license to use the Materials solely in connection with your participation in the Group Program. The Materials may not be used for any other purpose, and this license terminates upon your completion of the Group Program, your cessation of participation in the Group Program, or at the termination of this Agreement.

Participant expressly agrees not to do anything inconsistent with Organizer's ownership of all of the intellectual property discussed herein. Participant further agrees that there are no rights, title, or interest in or to any of the Organizer's Intellectual property. In addition, Participant is not conveyed any right or license by implication, estoppel, or otherwise in or under any patent, trademark, copyright, or other proprietary rights of Organizer or any third party, with the exception of the license granted above.

Article 13 -		
Article 14 -		
Article 15 -		
Article 16 - SEVERABILITY:		

If any part or subpart of this Agreement is held invalid or unenforceable by a court of law or competent arbitrator, the remaining parts and sub-parts will be enforced to the maximum extent possible. In such condition, the remainder of this Agreement shall continue in full force.

Article 17 - DISPUTE RESOLUTION:

In case of a dispute between the Parties relating to or arising out of this Agreement, the Parties shall first attempt to resolve the dispute personally and in good faith. If these personal resolution attempts fail, the Parties shall then submit the dispute to binding arbitration. The arbitration shall be conducted in the county and state noted in the GOVERNING LAW provision of this Agreement. The arbitration shall be conducted by a single arbitrator, and such arbitrator shall have no authority to add Parties, vary the provisions of this Agreement, award punitive damages, or certify a class. The arbitrator shall be bound by applicable and governing federal law as well as the law of Alabama. Each Party shall pay their own costs and fees. Claims necessitating arbitration under this section include, but are not limited to: contract claims, tort claims, claims based on federal and state law, and claims based on local laws, ordinances, statutes or regulations. Intellectual property claims by the Organizer will not be subject to arbitration and may, as an exception to this sub-part, be litigated. The Parties, in agreement with this sub-part of this Agreement, waive any rights they may have to a jury trial in regard to arbitral claims.

Article 18 - GOVERNING LAW:

This Agreement shall be governed by and construed in accordance with the internal laws of Alabama without giving effect to any choice or conflict of law provision or rule. Each party irrevocably submits to the exclusive jurisdiction and venue of the federal and state courts located in the following county: ______.

Article 19 - HEADINGS:

Headings to this Agreement are for convenience only. Headings shall in no way affect the provisions themselves and shall not be construed in any way that would limit or otherwise affect the terms of this Agreement.