

Liability Waiver

Please read carefully before signing.

By signing below, you acknowledge that you have read, understood, and agree to the terms below:

1. Our Information and Services are for Education Only
 - a. I understand that Rachel M Persson PR, LLC (the “Company”) provides information and education about Fertility Awareness Methods (FAM), FEMM™, fertility, and pregnancy (the “Services”). I acknowledge that the courses and consulting sessions offered are for educational purposes only and are not a substitute for medical advice, diagnosis, or treatment from qualified healthcare professionals.
2. No Medical Advice or Guarantees
 - a. **I understand that the Company does not provide medical advice, and the information shared should not be taken as such. I am aware that the Company makes no guarantees or promises about achieving pregnancy, avoiding pregnancy, or the outcome of any pregnancy.**
3. My Responsibility for Healthcare Decisions
 - a. **I understand that I am solely responsible for making my own healthcare decisions** and for consulting with doctors, nurses, or other qualified healthcare providers for any health concerns or before making any decisions related to my fertility, pregnancy, or overall health.
4. Our Representations
 - a. The Company hereby represents that (i) the Services will be performed in a professional and workmanlike manner and that none of such Services or any part of this Agreement is or will be inconsistent with any obligation it may have to others; (ii) the Company shall comply with all applicable laws and safety rules in the course of performing the Services.
5. Fees
 - a. For services provided hereunder, I shall pre-pay the Company at the time of booking. Any sessions not attended (no call/no show) are considered forfeiture of funds and not subject to a refund. For services provided hereunder, I shall pay the Company the amount listed in The Contract Items section (“Fee”). Any Fee not paid when due shall be subject to a late fee five percent (5%) of the total balance due, including late fees, for every month or partial month the balance remains unpaid thereafter (“Late Fee”).
 - b. Any expenses incurred for the proper use or execution of the information provided in the Services are the responsibility of the student including but not limited to class time, materials, and supplemental needs.
6. Rescheduling

- a. I may ask to reschedule an appointment to 48 hours before the appointment, or at the discretion of the Company. Failure to reschedule by this time or failing to show up or be available for a scheduled appointment (each, a “No Show”) shall be subject to rescheduling, if at all, only at the sole discretion of the Company. more than one No Show occurs during the Term of this Agreement, the Company may terminate this Agreement upon immediate notice, without eligibility to refunds for any fees paid.
- b. In rare circumstances, the Company may need to cancel an appointment, whether in person or virtual. The Company will provide notice by email as soon as practicable if such an incident arises. The Company will work to reschedule the meeting or other Services as soon as practicable. I acknowledge and agree that such rescheduling will not be a breach of the Company’s obligations under this Agreement.

7. Assumption of Risk

- a. I understand and voluntarily accept all risks associated with participating in the courses and consulting sessions provided by the Company, including but not limited to risks related to fertility outcomes, pregnancy, and any physical, mental, or emotional distress that may arise.
- b. I hereby give the Company permission to take notes about my personal information, and my health and medical issues and history. This information may be shared with the FEMM Medical Management staff and teachers. To share this information with anyone else, the Company must obtain my express written consent.

8. Release and Indemnification

- a. **To the fullest extent permitted by law, I hereby release, waive, and forever discharge** the Company and its owners, employees, and representatives from any and all claims, demands, actions, causes of action, damages, losses, expenses, and liabilities of any kind or nature whatsoever, whether known or unknown, arising out of or in any way connected with my participation in the courses or consulting sessions or my reliance on any information provided.
- b. **I further agree to indemnify and hold harmless** the Company and its owners, employees, and representatives from any and all claims, demands, actions, causes of action, damages, losses, expenses, and liabilities, including reasonable attorneys' fees, arising out of or in any way connected with my participation or my breach of this agreement.

9. Governing Law and Venue

- a. This agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of laws principles. Any legal action or proceeding arising out of or relating to this agreement shall be brought exclusively in the state or federal courts located in the State of California, and I hereby irrevocably consent to the personal jurisdiction of such courts.
- b. All disputes arising out of this Agreement shall be submitted to final and binding arbitration before a single arbitrator in accordance with the rules of the American Arbitration Association. The place of arbitration shall be in a mutually agreed upon location within the county where the services were performed. The arbitrator’s award shall be final, and judgment may be entered upon it by any court having jurisdiction

thereof. The sole remedy that can be awarded to Student in the event of an award granted in arbitration is a full refund of Fees paid. Without limiting the generality of the foregoing, no award of consequential or other damages, unless specifically set forth herein, shall be awarded to Student. I AGREE TO WAIVE MY RIGHT TO A JURY TRIAL.

- c. I further expressly acknowledge and agree that, with respect to the release of claims set forth above, I expressly waive all rights under California civil code section 1542, which states: A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

10. Severability

- a. If any provision of this agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall remain in full force and effect.

11. Entire Agreement

- a. This agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous communications and proposals, whether oral or written.

Participant Information

Signature:

Name:

Date:
