



This Enrollment Agreement [the Agreement] is made today between In Our Shoes LLC [the Company] and the person named at the end of the Agreement, [the Student] who is enrolled in this course program inside The Gutsy Leadership Academy [the School] and who is given access to related training content [the Training].

#### DISCLAIMERS

The Student understands that the role of the Company is not to provide mental health care, advice or medical treatment. If you should need mental or physical treatment, you agree, with the help of your medical/health care professional, to seek out whatever medical treatment is necessary or required.

#### PAYMENT

By signing below, you authorize the Company to charge your credit card or debit card, or cash your check, as indicated, as payment for the Training. You are responsible for full payment of fees, regardless of whether you actually attend or complete the Training, and regardless of whether you have selected a lump sum or payment plan.

#### PERSONAL RESPONSIBILITY

The Student acknowledges that the Student takes full responsibility for the Student's career or business, life and well-being, as well as the lives and well-being of the Student's family and children (where applicable) and all decisions made during and after the Training.

#### LIABILITY FOR DAMAGES

The Student releases the Company and Marisa Santoro [the Trainer] from any and all liability, damages, causes of action, allegations, suits, sums of money, claims and demands whatsoever, in law or equity, which the Student ever had, now has or will have in the future against the Trainer, arising from the Student's past or future participation in, or otherwise with respect to, the Training.

You hereby expressly waive and release any and all claims, now known or hereafter known in any jurisdiction throughout the world, against the Trainer and the Company (collectively, "Releasees"), that is in any way related to your participation in the Training including but not limited to injury or property damage, whether arising out of the negligence of the any Releasees, attendees of the Training or otherwise. You covenant not to make or bring any such claim against any Releasee, and forever release and discharge all Releasees from liability under such claims. You shall defend, indemnify and hold harmless all Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorney fees, fees and the costs of enforcing any right to indemnification under this Agreement or arising out or resulting from any claim of any third party related to the Training.

**YOU ARE ALLOWING THE COMPANY TO USE YOUR COMMUNICATION:** You understand that the Company may choose to record audio or document group conference calls and other forms of communication, both verbal and written during the time you interact with the Company, the School and the Training (collectively, "Recordings"). You consent to the Company's use of your name that you volitionally share, professional designation or occupation, statements, testimonials, content, anything you may say or show, and your general participation, in whole or in part, in any such Recordings, materials and testimonials you give the Company, or other derivative materials based on them, in any format now known or devised in future, in any geographic location, and you understand that the Company will have the right to use the Recordings for educational, promotional and commercial applications, including but not limited to "for sale" products. The



Company has no obligation whatsoever to use all or any part of your participation in such Recordings or review the Recordings with you, and may edit any Recordings at their sole discretion. You agree that the Company shall own all rights, title and interest, including copyrights, in and to such Recordings, with worldwide rights to reproduce, distribute, prepare derivative works based on, publicly perform and display, advertise, publicize your participation in such Recordings, and use such Recordings in their sole discretion, without any input from you, or compensation or credit to you.

#### ARBITRATION, CHOICE OF LAW, AND LIMITED REMEDIES

In the event that there ever arises a dispute between the Company and Student with respect to the services provided pursuant to this agreement or otherwise pertaining to the relationship between the parties, the parties agree to submit to binding arbitration before the American Arbitration Association (Commercial Arbitration and Mediation Center for the Americas Mediation and Arbitration Rules). Any judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Such arbitration shall be conducted by a single arbitrator. The sole remedy that can be awarded to the Student in the event that an award is granted in arbitration is refund of the Training Fee. Without limiting the generality of the foregoing, no award of consequential or other damages, unless specifically set forth herein, may be granted to the Student.

#### NO PROMISES ARE BEING MADE THAT YOU WILL EARN MONEY OR ACHIEVE SUCCESS

The Company does not warrant or guarantee you will make revenue or achieve any particular level of success from your participation in the Company's Training. You expressly acknowledge that no promises have been made to you, either express or implied, verbal or written or otherwise, regarding any level of success you might attain, any income you might earn, any change in your life due to your participation in the selected Training, or any fees you might earn back, including any tuition or fees you paid. You acknowledge that hard work and discipline are required in order to get the full value of the selected Training.

**USE OF TRAINING MATERIALS:** The use of any and all materials associated with the Company, including but not limited to the online videos, audios, recorded phone calls, DVD's, workbooks, worksheets, leaders manuals, student manuals, PowerPoints, Keynotes, slides, overheads, digital downloads, online communities, social media groups, hard drives, storage units and devices, and physical products are only authorized for private use by the registered user of the Student's selected Training and are not transferrable to any other person or entity, and no other use is permitted by any other person or entity.

If the terms of this Agreement are acceptable, please sign the acceptance below. By doing so, the Student acknowledges that: (1) he/she has received a copy of this letter agreement; (2) he/she has had an opportunity to discuss the contents with the Trainer and, if desired, to have it reviewed by an attorney; and (3) the Student understands, accepts and agrees to abide by the terms hereof.

By signing where indicated below, you irrevocably agree that, if the Company accepts you as a student in Gutsy Leadership Academy (the "School"), then the Agreement automatically becomes a binding contract between you and the Company, and applies to your participation in the school. By signing below, you are acknowledging that you have read, agree to and accept all of the terms and conditions contained in this Agreement. Because we believe in constant innovation, you agree that the form and nature of the school may change from time to time without prior notice to you. We may amend this Agreement at any time by sending you a revised version at the address you have provided.



We are committed to providing all students with a positive experience. By signing below, you agree that the Company may, at its sole discretion, terminate this Agreement, and limit, suspend, or terminate your participation in the School without refund or forgiveness of monthly payments if you become disruptive or difficult to work with, if you fail to follow the School guidelines, or if you impair the participation of School instructors or students in the School.

We respect your privacy and must insist that you respect the privacy of fellow students. By signing below, you agree not to violate the publicity or privacy rights of any School student. We respect your confidential and proprietary information, ideas, plans and trade secrets (collectively, “Confidential Information”) and must insist that you respect the same rights of fellow School students and of the Company. By signing below, you agree (1) not to infringe any School student’s or the Company’s copyright, patent, trademark, trade secret or other intellectual property rights, (2) that any Confidential Information shared by School students or any representative of the Company is confidential and proprietary, and belongs solely and exclusively to the student who discloses it or the Company, (3) you agree not to disclose such information to any other person or use it in any manner other than in discussion with other School students during School sessions.

By signing where indicated below, you agree to the following:

- I understand that this Enrollment Form officially indicates my willingness to participate in this Training.
- I understand the Training covers the growth phase of my career with an option to continue further.
- I have read the terms provided here and the Training letter and I agree to participate fully in the Training, and show up 100% in any way possible!
- I understand that my success depends on many factors, including desire, dedication and perseverance.
- I acknowledge that payment of my enrollment fee will not place a significant burden on me or my family.
- I understand that the Trainer is not a licensed therapist, legal advisor, financial advisor or accountant and that I am responsible for all my thoughts, feelings and actions. I will ask questions and clarify anything I don’t understand.

Student: \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Email: \_\_\_\_\_

*Please return back all pages of this complete agreement. The return of signature page only will not be accepted.*

*Thank you!*