

TERMS, DISCLAIMERS AND CONDITIONS FOR ALL FACETING ACADEMY GROUP EVENTS

Please carefully read the following terms and conditions relating to your participation in any of John Bailey's events or seminars conducted under the name "International Faceting Academy". These terms and conditions are relevant to all events and seminars conducted by John Bailey, ("Promoter") including but not limited to Faceting Academy, Faceting Boot Camp, Creating Artistic Value, Artistic Presentation of Inclusions, Repairs & Recuts, Rough Evaluation, Presenting Pleochroic Gemstones, Gemstone Value By Design. All events and seminars will be referred to from here forward in the singular tense as simply the "Seminar."

By registering for the Seminar at any one of our locations ("Venue"), you (the "Attendee") signify your acceptance of and obligation to these terms and conditions. If you have objections to the following Terms and Conditions, you should not register for or attend the Seminar.

COVID Mitigation

Because we value the health and well being of our staff and attendees, we strongly suggest / request anyone who enters the training venue to be fully vaccinated with one of the FDA-authorized COVID vaccines documented to reduce spread and severity of COVID.

We require all attendees to bring a personal supply of KN-95 or N-95 grade protective masks. No other face coverings will be accepted for entry to the training area. Masks with exhaust valves may not be used. ONLY THOSE WEARING APPROPRIATE MASKS WILL BE ADMITTED TO THE VENUE.

Masks must be properly and diligently worn 100% of the time one is inside the training venue. Failing or refusing to wear a qualified mask, wearing a mask improperly (nose protruding, etc) may result in the Attendee being banned from the training venue immediately, and for the remainder of the event per the "Attendee Conduct" provisions below.

We require Attendees to provide a negative COVID test taken within 24 hours prior to the event. Please be prepared to take one, and to provide the documented results to the event host. You may take a PCR test prior to arrival, or you may bring and take a rapid test on-site. If you take a rapid test, please follow the directions fully, please swab both throat/mouth and deep into the nasal passages. You are being trusted with the health and well being of staff and other attendees – some of whom are medically vulnerable. Carelessness with others' safety will not ingratiate you ...

We may require all Attendees to take a rapid COVID test half-way through the event. Please be prepared by bringing (at least) one of the rapid tests available for free from the government in the event this requirement comes into play.

Attendee Conduct

Promoter requires all Attendees to be respectful and professional to our staff, location hosts, speakers, and other attendees and their guests or families throughout the Seminar, even during non-scheduled downtime and breaks.

The COVID pandemic has demonstrated masks are highly effective at mitigating spread not just of COVID but also of flu and common colds. Because our events are close-quarters and extended duration, offering such illnesses ample opportunity to spread, we will require any attendee who exhibits any symptoms of any illness of any kind to take at least a rapid test – and possibly a PCR test before they can return to the venue.

Promoter reserves the right to ask Attendee and/or their guests to leave the Venue immediately should they be deemed rude, uncooperative, unprofessional, intoxicated or in possession of any illegal substance. In such case, the Attendee's tuition/fees for the Seminar will not be reimbursed under any circumstances and they will not receive any future products, services, or correspondence from Promoter. In the event we require any Attendee to leave the Venue under such circumstances, we will not allow Attendee's departure to disrupt the remainder of the event (Attendee will NOT clean up or collect their materials, equipment, or other belongings until the end of the event, after all other Attendees have departed). Attendee will also not receive any of our advertised bonuses or qualify for our satisfaction guarantee or any other written or implied guarantees.

Liability Waiver

While we take every possible measure to ensure Attendee safety at the Seminar, we cannot control everything. For this reason, Attendee is legally responsible for their safety and behavior and agrees to, and is held legally liable to, the following statements:

I, the willing Attendee of the Seminar, hereby accept all risk to my health and of my injury or death that may result from participating in the Seminar and I hereby release Promoter, John Bailey, and their officers, employees, interns, contractors, lessors, sponsors and representatives from any and all liability to me, my personal representatives, estate, heirs, next of kin, and assigns for any and all claims and causes of action for loss of or damage to my property and for any and all illness or injury to my person, including my death, that may result from or occur during my participation at the Seminar, whether caused by negligence of the Promoter, its governing board, officers, employees, or representatives, or otherwise. I further agree to indemnify and hold harmless Promoter, John Bailey and any third-party company from liability for the injury or death of any person(s) and damage to property that may result from my negligent or intentional act or omission while attending and participating in the Seminar. Under no circumstances will Promoter or John Bailey or their assigns be held liable for my injury or death or any loss or damage of my personal belongings resulting from my participation in the Seminar. Should I require emergency medical treatment as a result of accident or illness arising during my attendance and participation in the Seminar, I consent to such treatment. I acknowledge and I agree to be financially responsible for any medical or legal bills that may be incurred as a result of emergency medical treatment. I will notify Promoter verbally and in writing if I am at any time injured prior to, during, or after the Seminar in my travels or attendance, or if I have medical conditions about which emergency medical personnel should be informed; however, I understand that Promoter is not legally obligated to act on that information in any way or to provide any medical service whatsoever to me. I agree that if I have any medical or psychological conditions that may hamper me from fully and healthfully participating in the Seminar that I will notify the Promoter and that the Promoter retains the right to ask that I not participate in portions of or the entirety of the Seminar.

Confidentiality and Non-Compete

The contents of our training constitute trade secrets that offer significant professional / business advantages to our past, present, and future trainees. Disclosure of those trade secrets may be harmful to our fraternity of graduates and to the Academy.

Therefore, attendee acknowledges that the tools, processes, strategies, materials, and information presented in the Seminar are confidential, copyrighted, and proprietary to the Promoter and agrees not to record, duplicate, distribute, teach or train from, or disclose the Seminar materials in any manner whatsoever without the express and prior written permission of Promoter. Any unauthorized use or distribution of these proprietary concepts, materials, and intellectual property by Attendee or Attendee's representatives is prohibited.

Simply put, information presented in the training room or through related on-line venues, including the Faceting Academy Web site, and any Faceting Academy Graduates' group, is for Attendee's direct and personal use. Attendee agrees not to convey information acquired in these venues to any third parties at any time for any purpose not explicitly approved in advance by the Promoter. Promoter will pursue legal action and full damages if these terms are violated.

Liability Disclaimer: No Professional or Financial Advice

The information contained in or made available by the Promoter, John Bailey, or any third party through the Seminar or other websites or services cannot replace or substitute for the services of trained professionals in any field, including, but not limited to, financial, medical, psychological, or legal fields. Promoter does not offer any professional personal, medical, financial or legal advice and none of the information contained in the Seminar should be construed to be such advice. Neither Promoter, John Bailey nor their assigns, sponsors, speakers, partners, contractors or any of their affiliates will be liable for any direct, indirect, consequential, special, exemplary or other damages to the Attendee or the Attendee's business, including economic loss, that may result from participation in the Seminar or from the use of, or the inability to use, the materials, information, or strategies communicated through the Seminar or any products or services provided pursuant to the Seminar, even if advised of the possibility of such damages. Under no circumstances, including but not limited to negligence, will Promoter or John Bailey be liable for any special or consequential damages that result from Attendee's participation in the Seminar. To be clear: You, the Attendee, alone are responsible and accountable for your decisions, actions and results in life, and by your participation in our Seminar, you agree that you will never attempt to hold us, the Promoter or John Bailey, liable for any decisions, actions or results that you make or experience in business or in life due to your participation in this Seminar.

Earnings Disclaimer

We've taken every effort to ensure we accurately represent our Seminar and its potential to help you grow your skills and business. However, there is no guarantee that you will earn any money using the techniques you learn at the Seminar, and we do not purport this as a "get rich scheme." Nothing on our websites or at our Seminar is a promise or guarantee of earnings. Your level of success in attaining results is dependent upon a number of factors including your skill, knowledge, ability, dedication, business savvy, network, and financial situation. Because these factors differ according to individuals, we cannot guarantee your success, income level, or ability to earn revenue. Any forward-looking statements outlined on our sites or in our Seminar are only our expectations or forecasts for future potential, and not guarantees or promises for your actual performance. These statements are simply our opinion. As stipulated by FTC regulations, we make no guarantees that you will achieve any results from our ideas or models presented at the Seminar, and we offer no professional legal or financial advice.

Audio/Visual Rules and Release

Attendees may not use any type of audio or video recording device to record any portion(s) of the event unless specifically invited to do so by the Promoter.

By participating in the Seminar, Attendee understands that portions of the Seminar's live events may be recorded by the Promoter, staff, or third party contractor in video and audio. Still and/or digital photographs may also be taken by the Promoter, staff, or a third party contractor. Attendee agrees that the Promoter and its assigns have the right and permission to capture and to use such recordings and photographs, including Attendee's name, likeness, voice, biographical details, testimonial, or photograph for marketing, advertising or any other purpose in any media or format, online and/or offline, now or hereafter without compensation, permission, or notification to the Attendee. Attendee understands and agrees that all recordings from the Promoter's events are the exclusive rights of the Promoter and Attendee does not ask for or expect compensation for the use of recordings or photographs in which Attendee appears or speaks. Promoter owns all rights of any audio, video, and/or photograph captured during the Promoter's Seminar or at any of the Promoter's other live events.

Adult Language Warning

During our Seminar, we will discuss topics relating to personal and professional growth. We may also use adult language. Participants who may find these things uncomfortable are warned in advance.

Cancellation Policy

Once Attendee registers for the Seminar, we make extensive and costly arrangements and investments in anticipation of their attendance, including many non-recoverable expenses. For this reason, we do not issue refunds for cancellations made more than 10 days after Attendee has registered or more than 60 days prior to the event date. If Attendee cancels within 10 days after registration – and also more than 60 days prior to the scheduled event date, they will receive a full refund, minus any payment processing fees we cannot recover. Attendees who cancel their attendance outside the refund window will receive full credit toward a future live training event.

The “refund window” stated above will apply to cancellations of events by the Promoter, if such cancellation is caused by means outside the Promoter’s control – such as health emergency involving the Promoter or staff, natural disaster, or actions of the government that may include but are not limited to public health restrictions. Further, Promoter reserves the right to cancel any event if at their sole discretion the spread of COVID or other disease or potential hazard threatens the safety and well being of our staff or attendees. In such case, the same “refund window” policy will apply (cancellations more than 10 days after enrollment or more than 60 days prior to the event date will receive credit toward future events). In the event the seminar host (John Bailey) suffers a health crisis (including, but not limited to contracting covid or other disease or injury), the credit toward future event dates will be honored at our sole discretion, based in part on our ability to do so. Promoter reserves the right to cancel or postpone any event for which enrollment is less than a quorum determined by Promotor. In such case, the same “refund window” policy will apply, and any reservations will be applied toward the next live event the student is able to attend.

Privacy Policy and Terms of Use

By visiting our event sites and participating in the Seminar, Attendees acknowledge and agree that they are subject to the Privacy Policies and Terms of Use of the promoter, which are listed at:
http://www.facetingacademy.com/terms/Terms_Privacy.pdf

Review and Jurisdiction

These Terms will be governed by and construed in accordance with the laws of the State of Oregon. Attendee agrees that any dispute that arises out of or relates to these Terms will be resolved via non-binding mediation in the State of Oregon via a professional mediator obtained by the Promoter, and if a successful mediation is not reached, to binding arbitration arbitrated in the State of Oregon in accordance with the policies set forth by the American Arbitration Association. If any of these Terms of use are found unlawful, void, or for any reason unenforceable, then that provision will be considered severable from the remaining terms of use, and will not affect the validity and enforceability of the remaining provisions.

Updates

These Terms are subject to change at any time and at the sole discretion of the Promoter. Please visit the site regularly for updates.

I have read the above legally-binding document and agree to all the terms therein.

Signed _____ Date _____