

Terms and Conditions

- Kristen Marchus Hemstad is a Spirit Medium who offers services to connect clients with those loved ones in spirit to help heal their hearts.
- Kristen Marchus Hemstad also offers Mindfulness Mentor services to career minded people and assists them understand and use the role of energy to help bring harmony to work and home.

These Terms and Conditions apply to both services offered by Kristen Marchus Hemstad and acceptance of these Terms and Conditions are a material consideration for Kristen Marchus Hemstad providing services.

ACKNOWLEDGEMENT AND RELEASE

The undersigned desires to attend a Kristen Marchus Hemstad group or individual, online, telephone or in person event (the "Event"), or individual session (the "Session"), and in consideration of being admitted to and allowed to participate in the Event ("Participation"), the undersigned agrees, understands and acknowledges that:

- The spiritual and mentoring Event or Session of Kristen Marchus Hemstad is not a physical or medical treatment and Participation should not be viewed as a substitute for proper medical, psychological or physical care provided by the undersigned's physician or medical professional.
- The activities at the Event or Session may not be appropriate for everyone and could be harmful to the undersigned depending upon his/her past history of health problems and/or mental health. Furthermore, the undersigned affirmatively asserts that he/she has discussed the activities related to awakening energies and their appropriateness for him/her with his/her own health care professional.
- Kristen Marchus Hemstad makes no claim or promise as to any medical, physiological, or psychological purpose, effect or outcome in connection with Participation of Event or Session.
- The undersigned's Participation is of his/her own volition and the undersigned warrants and represents to Kristen Marchus Hemstad that he/she does not have any mental, physical, or emotional conditions which would hinder Participation and/or cause harm to the undersigned or anyone else in attendance at the Event or Session.
- Kristen Marchus Hemstad will offer tools and suggestions based on her life experiences. However, it is the Participant's responsibility to implement any lifestyle changes or suggestions based on the Participant's own personal judgment and experience. Kristen Marchus Hemstad makes no guarantees regarding the outcomes of the Participation of Event or Session.
- All Participation occurs in either a group or individual setting. The undersigned understands that in an Event or Sessions group setting, the instructor cannot always monitor the undersigned's physical, emotional, and psychological limits; and that the undersigned is therefore solely responsible for assessing the risk any activity at the Event or Sessions poses and choosing a safe course of action.
- Participants either need to be over the age of 18 or accompanied by a guardian during the Event or Session.

- The undersigned may withdraw from Participation at any time by leaving the Event or Session.
- In permitting the undersigned to undertake Participation, Kristen Marchus Hemstad , its owners, affiliates and employees are relying upon the undersigned's assumption of the risks associated with Participation and the undersigned's willingness to release them from any and all claims, damages and liabilities arising therefrom.

NOW THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, THE UNDERSIGNED AGREES TO ACCEPT AND ASSUME ANY AND ALL RISKS TO HIS/HER HEALTH AND WELLBEING, INCLUDING ANY RISK OF BODILY INJURY OR HARM, THAT MAY ARISE FROM PARTICIPATION WHETHER SUCH RISKS HAVE BEEN DISCLOSED OR NOT, AND DOES HEREBY FULLY RELEASE AND FOREVER DISCHARGE KRISTEN MARCHUS HEMSTAD , ITS OWNERS, SUCCESSORS, AFFILIATES, ASSIGNS, DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS FROM ANY AND ALL ACTIONS, CAUSES OF ACTION, SUITS, LIABILITIES, LOSSES, DAMAGES, CLAIMS OR EXPENSES WHATSOEVER, IN LAW OR IN EQUITY, FOR NEGLIGENCE, BATTERY OR OTHERWISE, WHICH THE UNDERSIGNED NOW HAS OR MAY HEREAFTER HAVE ARISING IN ANY WAY OUT OF THE UNDERSIGNED'S PARTICIPATION, INCLUDING, BUT NOT LIMITED TO, THE UNDERSIGNED'S PARTICIPATION IN PHYSICAL, PSYCHOLOGICAL OR EMOTIONAL ACTIVITIES WHICH MAY LEAD TO A PERIOD OF DEEP RELAXATION OR MEDITATIVE STATE AT THE EVENT OR SESSION.

The undersigned states that he/she has read this acknowledgement and release, that he/she understands the terms contained in it and that he/she has freely and voluntarily executed the same and intends to be bound by all its terms.

Use of Likeness and Photography

I understand that while I am participating in or attending a Kristen Marchus Hemstad event, Kristen Marchus Hemstad or its representatives may be taking photographs or video of participants. Some of these photographs may be used by Kristen Marchus Hemstad for promotional, educational, or informational purposes in its brochures, website and newsletters.

Recording Devices

The use of recording devices is strictly forbidden during workshops, conferences, keynote speeches, events, or any other Kristen Marchus Hemstad programs or at such programs sponsored or presented by Kristen Marchus Hemstad.

Kristen Marchus Hemstad will record online individual Sessions if requested by the participant, share the password protected recording with the Participant only and remove the recording 2 weeks after the session or in agreement with Participant .

Kristen Marchus Hemstad will record externally offered free group Events and share externally via her public YouTube channel.

Payment Policy

Payment in full is expected prior to Event or Session.

Cancellation Policy

We ask that you telephone the Kristen Marchus Hemstad office at (512)-879-9902 24 hours prior to the beginning of any event or Session for which you have pre-registered to notify us of your inability to attend. Transactions may be used toward future Events or Sessions or refunded if contacted within 24 hours, at the discretion of Kristen Marcus Hemstad.

Privacy Notice

Kristen Marchus Hemstad knows that you care how information about you is used and shared, and we appreciate your trust that we will do so carefully and sensibly. This notice describes our privacy policy. By visiting Kristen Marchus Hemstad's website, you are accepting the practices described in this Privacy Notice.

Personal Information Kristen Marchus Hemstad Gathers

The information we receive from you helps us personalize and continually improve your Kristen Marchus Hemstad experience. Here are the types of information we gather.

- **Information You Give Us:** We receive and store any information you enter on our Website or give us in any other way. You can choose not to provide certain information, but then you might not be able to take advantage of many of our features. We use the information that you provide for such purposes as sending you communication, customizing your Kristen Marchus Hemstad experience, improving our customer service, and communicating with you.
- **Information from Other Sources:** We might receive information about you from other sources and add it to our account information.

Sharing Information

Kristen Marchus Hemstad sometimes employs third parties to perform services for us. For example, we may hire agencies to help administer consumer promotions and to analyze data. Like many other merchants, we also participate in cooperative database services. These parties have agreed to hold this information in confidence and not use it for any purpose except to carry out the requested service(s).

Security

- **Login Profile:** Kristen Marchus Hemstad's Website may provide you with the opportunity to create a login profile that allows you to save your contact and other information for speedier registration. We recommend you keep this information current. Kristen Marchus Hemstad is not responsible for updating login profile information.
- **Passwords:** To provide you with an increased level of security, access to your login profile is protected with a password you select. We strongly recommend that you do not disclose your

password to anyone. Your password will never be asked through unsolicited communication from Kristen Marchus Hemstad.

- **Third-Party Websites:** Kristen Marchus Hemstad's Website may sometimes include third-party advertising and links to other Websites. We do not provide any personally identifiable customer information to these advertisers or third-party websites. Kristen Marchus Hemstad has no control over the privacy practices of sites outside our domain. If you follow a link to another website, please read that site's privacy policy.

Credit Card Transactions

- **Minors:** Minors (anyone under the age of 18) are not eligible to pay for Kristen Marchus Hemstad services and we ask that minors do not submit credit card information. Kristen Marchus Hemstad is not responsible for a minor's use of their parent's credit card.
- **Incorrect or Fraudulent Information:** A credit card transaction may be canceled by Kristen Marchus Hemstad if we reasonably determine that the order information you provided is incorrect or fraudulent, or if we reasonably believe the credit card utilized is from an unauthorized party.
- **Denied Transactions:** Kristen Marchus Hemstad may charge a \$100.00 service fee for credit card transactions that are denied after a service is provided or if a cancellation is not made at least 24 hours prior to the Session or Event.

Your Options

Kristen Marchus Hemstad believes in your privacy and we have created easy steps for you to limit or control the way Kristen Marchus Hemstad communicates with you and shares your information:

- **Promotional emails:** If you do not wish to receive promotional emails from Kristen Marchus Hemstad such as our newsletters or email blasts, please follow the instructions at the end of emails you receive from us. From these emails you can 'unsubscribe' or 'manage your subscription preferences'.

Privacy Policy Changes

This Privacy Notice and Privacy Policy was posted in 2018. Kristen Marchus Hemstad reserves the right to change this Privacy Notice and Privacy Policy without notice.

Liability form

EVENTS/PRESENTATIONS/WORKSHOPS/RETREATS – IMPORTANT WAIVER, RELEASE AND INDEMNIFICATION

PARTICIPANT OR GUARDIAN/PARENT OF PARTICIPANT UNDERSTANDS AND ACKNOWLEDGES THAT KRISTEN MARCUS HEMSTAD OR HER STAFF IS NOT AN INSURER OF PARTICIPANT'S BEHAVIOR, ACTIONS OR PARTICIPATION IN THE EVENT, SESSION OR PROGRAM, AND THAT THE KRISTEN MARCHUS HEMSTAD, HER AGENTS, EMPLOYEES. OR STAFF HAS NO LIABILITY WHATSOEVER FOR PERSONAL INJURIES OR PROPERTY DAMAGES TO PARTICIPANT OR TO THIRD PERSONS ARISING OUT OF PARTICIPATION IN THE EVENT, SESSION OR PROGRAM ACTIVITIES. PARTICIPANT OR GUARDIAN/PARENT HEREBY AGREES TO RELEASE, WAIVE, COVENANT NOT TO SUE, INDEMNIFY AND HOLD

HARMLESS THE KRISTEN MARCHUS HEMSTAD AND ALL OF HER OFFICERS, EMPLOYEES AND AGENTS (COLLECTIVELY THE "RELEASEES") FROM ANY AND ALL LIABILITY, CLAIMS, DEMANDS, ACTIONS AND CAUSES OF ACTION WHATSOEVER ARISING OUT OF OR RELATED TO ANY LOSS, DAMAGE, OR INJURY, INCLUDING DEATH, THAT MAY BE SUSTAINED BY PARTICIPANT OR LOSS OR DAMAGE TO ANY PROPERTY BELONGING TO PARTICIPANT ARISING OUT OF OR RELATED TO PARTICIPATION IN THE ABOVE NAMED EVENT, SESSIONS OR PROGRAM, AND EXCEPTING ONLY SUCH LOSS, DAMAGE OR INJURY AS MAY BE CAUSED BY THE SOLE NEGLIGENCE OF ANY RELEASEE.

PARTICIPANT OR GUARDIAN/PARENT OF PARTICIPANT AGREES THAT THE SITE OF ANY LAWSUIT ARISING OUT OF OR RELATED TO PARTICIPATION IN THE PROGRAM SHALL BE AUSTIN, TEXAS AND THAT THIS AGREEMENT WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT APPLICATION OF ANY PRINCIPLES OF CHOICE OF LAW.

PARTICIPANT DOES NOT HAVE ANY PHYSICAL, PSYCHOLOGICAL OR MEDICAL CONDITION(S) THAT WOULD PREVENT PARTICIPATION IN THE PROGRAM.

PARTICIPANT HAS ADEQUATE HEALTH INSURANCE TO COVER THE COSTS OF TREATMENT IN THE EVENT OF ANY INJURY.

PARTICIPANT SHALL PAY ANY ATTORNEY OR ARBITRATION FEES OR COSTS INCURRED BY KRISTEN MARCHUS HEMSTAD IN ENFORCING THIS AGREEMENT.

IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID BY A COURT OF LAW, THEN IT IS AGREED AND INTENDED THAT ALL THE REMAINDER SHALL, NOTWITHSTANDING, CONTINUE IN FULL FORCE AND EFFECT. SHOULD KRISTEN MARCHUS HEMSTAD BE HELD RESPONSIBLE, THEN KRISTEN MARCHUS HEMSTAD'S LIABILITY IS LIMITED EXCLUSIVELY TO THE COST OF THE SESSION, PROGRAM, OR EVENT.

PARTICIPANT OR GUARDIAN/PARENT OF PARTICIPANT HAS CAREFULLY READ THESE TERMS AND FULLY UNDERSTANDS THEIR CONTENT AND IS AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN PARTICIPANT OR GUARDIAN/PARENT OF PARTICIPANT AND THE RELEASEES AND PARTICIPANT ATTENDS OF HIS OR HER OWN FREE WILL.