

Part 1: Terms and Conditions

Effective Date: March 1, 2026

These Terms and Conditions ("Terms") govern your use of services provided by Speakeasy Somatics, a registered trade name of Excellentz HR, LLC ("Company," "we," "our," or "us"). By booking, purchasing, or participating in individual services, you agree to these Terms.

1. Nature of Services

Speakeasy Somatics provides educational, advisory, and interpretive services, including people operations consulting, BG5 analysis, written reports, and integration sessions. Services are intended for personal insight and professional development purposes only.

Services are not medical, psychological, legal, or financial advice. The Company does not diagnose, treat, or prevent any medical or mental health condition.

2. Client Responsibility

You acknowledge that you are solely responsible for your decisions, actions, and results arising from participation in services. No specific outcomes are guaranteed.

3. Payment and Refund Policy

Payment is required in full prior to service delivery. All purchases are nonrefundable. The Company reserves the right to make exceptions at its sole discretion.

4. Intellectual Property

All materials provided, including written reports, content, and frameworks, are the intellectual property of the Company. Materials are for personal use only and may not be copied, distributed, reproduced, or used for commercial purposes without prior written consent.

5. Limitation of Liability

To the fullest extent permitted by law, the Company shall not be liable for any indirect, incidental, consequential, or special damages arising from the use of services. In no event shall the Company's total liability exceed the amount paid by you for the specific service giving rise to the claim.

6. Website Use

You agree to use this website and services for lawful purposes only and not to misuse, disrupt, or attempt to gain unauthorized access to any systems or content.

7. Governing Law and Dispute Resolution

These Terms shall be governed by and construed in accordance with the laws of the State of Maryland, without regard to conflict of law principles.

The parties agree to first attempt to resolve any dispute, claim, or controversy arising out of or relating to these Terms or the services provided through good faith informal discussion.

If the dispute cannot be resolved informally, it shall be submitted to binding arbitration in the State of Maryland. The arbitration shall take place in Maryland unless otherwise agreed in writing by the parties. The arbitration shall be conducted by a single neutral arbitrator in accordance with the rules of the American Arbitration Association (AAA) or a comparable arbitration provider.

The parties agree that arbitration shall be the exclusive means of resolving disputes and waive the right to file a lawsuit in court or to have a trial by jury, except as otherwise required by law. Judgment on the arbitration award may be entered in any court of competent jurisdiction.

8. International Clients

The Company operates from the United States. By engaging services from outside the United States, you agree that U.S. law, specifically Maryland law, governs this agreement regardless of your location.

9. Changes to Terms

The Company reserves the right to update these Terms at any time. Updated Terms will be effective as of the posted effective date.

Part 2: Release of Liability and Assumption of Risk Agreement

Effective Date: March 1, 2026

This Release of Liability and Assumption of Risk Agreement ("Agreement") is entered into by the undersigned participant ("Participant") in favor of Natalie Lentz, individually, and Excellenz HR, LLC, a Maryland limited liability company doing business as Speakeasy Somatics (collectively, "Released Parties").

1. Voluntary Participation

Participant acknowledges that they are voluntarily participating in movement, yoga, somatic practices, workshops, classes, or related physical activities offered by the Released Parties.

2. Assumption of Risk

Participant understands that movement and somatic activities involve inherent risks, including but not limited to muscle strain, sprains, falls, aggravation of pre-existing conditions, physical injury, emotional release, and transmission of communicable illness. Participant knowingly and voluntarily assumes full responsibility for any and all risks, injuries, damages, or losses arising from participation.

3. Health Representation

Participant affirms that they are physically and mentally capable of participating in the activities and have consulted a healthcare provider if necessary. Participant agrees to inform the instructor of any medical conditions, injuries, or limitations that may affect participation.

4. Release and Waiver of Liability

To the fullest extent permitted by law, Participant releases, waives, and discharges the Released Parties from any and all claims, demands, causes of action, damages, losses, or liabilities arising out of or related to participation in the activities, including claims of negligence, except in cases of gross negligence or willful misconduct.

This Release of Liability applies specifically to movement and physical participation activities and shall be interpreted independently from the arbitration provisions contained in the Terms and Conditions above.

Participant understands and agrees that this release is intended to be as broad and inclusive as permitted under Maryland law.

5. Indemnification

Participant agrees to indemnify and hold harmless the Released Parties from any claims, liabilities, damages, costs, or expenses (including reasonable attorney's fees) arising from Participant's participation or actions.

6. Communicable Disease

Participant acknowledges the potential risk of exposure to communicable diseases in group or in-person settings and voluntarily assumes such risk.

7. Media Release

Participant understands that photographs or video recordings may be taken during sessions, classes, or events for educational, promotional, or marketing purposes. By participating, Participant grants permission to the Released Parties to use such images or recordings in which Participant may appear for lawful promotional purposes, including social media, website content, and marketing materials.

Participant may notify the instructor in writing prior to the session if they do not wish to be photographed or recorded.

8. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland. Any disputes shall be resolved exclusively in Maryland courts.

9. Severability

If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall continue in full force and effect.

Part 3: Acknowledgment and Agreement

Participant acknowledges that they have read this document in its entirety, understand its contents, and voluntarily agree to its terms.

Participant agrees that execution of this document may occur by physical signature, electronic signature, typed name, email confirmation, or submission of payment following receipt of this document, and that any such method shall constitute valid and binding acceptance.

By submitting payment via Zelle, or other mutually agreed upon payment method, Participant acknowledges that such payment constitutes their agreement to this Release of Liability and Assumption of Risk Agreement and to the Terms and Conditions governing services provided by Speakeasy Somatics.

For in-person participation, a physical signature may be required prior to the session or class.

Participant Name

Signature

Date