

# ZERO BALANCING STUDY & PRACTICE TERMS & CONDITIONS

The study of Zero Balancing ("ZB") is open to anyone interested in furthering their knowledge of skilled touch, structural anatomy and body energy systems, and theories of healing. The practice of ZB is subject to state and county laws governing professional health care practices. This includes those who are already qualified health care professionals who wish to study Zero Balancing to enhance their existing professional qualifications as an adjunct skill, or those, who at the discretion of ZB Faculty, wish to study Zero Balancing for personal interest only.

#### **Trademarks and Terms**

The term Zero Balancing and the Fulcrum logo (as above) are both registered Trademarks held by the Zero Balancing Touch Foundation ("ZBTF") and the use thereof, together with the term "Zero Balancer", are reserved for those individuals who have officially graduated as Certified Zero Balancers and maintain the status of "Certified Zero Balancer".

The participation in this Core ZB I course, or any other Zero Balancing course prior to your graduating from the certification program, does not entitle you to call yourself a Zero Balancer or use the term Certified Zero Balancer. This is contingent on the successful completion of your local Zero Balancing Certification Program, being in good standing with the Zero Balancing Health Association (ZBHA), and having the appropriate insurances, and having the appropriate professional licenses (unless specifically not required in your jurisdiction) in place.

The teaching of Zero Balancing is reserved for Certified Zero Balancing Teachers in good standing with both the ZBTF and the ZBHA.

# **Integrating Zero Balancing into Your Practice**

We recognize and accept that you, as a Zero Balancing student who is legally entitled to touch clients professionally as a qualified health care professional, may wish to integrate your newly acquired Zero Balancing skills into your existing practice prior to acquiring the status of Certified Zero Balancer. While you are a student of Zero Balancing (prior to certification):

- 1) Sessions should be limited to healthy individuals who are neither contraindicated or have significant underlying health conditions, unless you have clinical experience with said underlying health conditions.
- 2) Ideally, Zero Balancing should not be combined with other modalities.
- 3) You shall clearly identify yourself as a student, and not a practitioner of Zero Balancing. If in doubt, please contact your Zero Balancing teacher for further clarification.

We also recommend that ZB students without liability insurance consider obtaining coverage, and those with it make sure that that it covers performing Zero Balancing in your professional practice.

### **Copyrights and Information Sharing**

Sharing your personal experience of Zero Balancing on social media or other forms of media is welcomed. However, prior to attaining the status of Certified Zero Balancer, your referencing Zero Balancing in media such as written articles, or video postings on platforms such as YouTube, is not permitted without the prior consent of the ZBHA or the ZBTF.

Zero Balancing course study guides (and hand-outs) are copyrighted and must not be reproduced in any manner (including scans, website forums or social media postings).

#### **Privacy**

To protect the privacy of students, any photographs or videos taken during Zero Balancing workshops must not be uploaded onto any social media platform, such as Facebook or Instagram, without the unanimous agreement of all those attending. Nor will such images be used by Zero Balancing organizations in any form of promotional activity without a student's prior written consent.

Unanimous class agreement to share digital images would permit appropriate student media uploads and grant Zero Balancing organizations and ZB Faculty the right to use all such digital images without payment to, or further consent from, individual students.

Zero Balancing organizations take the privacy of your personal data very seriously. All data will be held securely by the ZBTF and the ZBHA, both of whom may from time to time send you emails and postal items. Your statutory rights to opt out of receiving such materials are not affected. In addition, ZBTF & ZBHA will not share your data with any third party other than the International Association of Healthcare Educators (IAHE), with whom ZBHA has an ongoing working agreement. If you wish to opt out of this sharing, please notify the ZBHA in writing.

## **Personal Responsibility**

By registering and paying for this or other ZB classes, you agree to assume responsibility for your own safety by complying with ZB Faculty directions and instructions. You hereby also agree to disclose any contraindications prior to participating in the class.

By participating in this, or any subsequent Zero Balancing program, you hereby release the Zero Balancing Health Association ("ZBHA") its chapters and exhibitors, the founder of Zero Balancing Frederick "Fritz" Smith MD, the Zero Balancing Touch Foundation ("ZBTF") and ZB Faculty and their assistants, from all liability and responsibility for any damage, loss, injury to person or property suffered by you, or your clients, as a result of information received during this or subsequent Zero Balancing programs.

#### **Provisions and Jurisdiction**

These Terms & Conditions are designed to protect the good name of Zero Balancing and all those involved in the study of Zero Balancing, including members of the general public who agree to receive sessions from Zero Balancing students.

If a provision is found to be invalid for any reason the remainder of these Terms and Conditions governing attendance on Zero Balancing programs shall remain valid.

These Terms and Conditions shall be governed and construed in accordance with the laws of the State of Maryland. Jurisdiction and venue for litigation concerning any dispute arising out of, or in connection with, these Terms & Conditions shall be in Howard County. The prevailing party in any such litigation shall be entitled to Attorney fees and costs.

By signing this document, you confirm that you have read and understood the Terms & Conditions set out above and agree to be bound by them.

#### **Signatures and Information:**

Student Name		_ Signature
		_City
State	Zip	Country
Email:		_Mobile Number:
Date	Name of ZBHA Re	ep:
		_Location:
Signature of ZBHA Representative		