



**HELM SOCIETY SCHOOL**  
P.O. Box 555 Bethany, Oklahoma 73008

Date: \_\_\_\_\_,

This agreement is between \_\_\_\_\_, Attendee, and  
*The Helm Society School.*

Attendee's Address: \_\_\_\_\_  
\_\_\_\_\_.

Attendee's Telephone Number(s): \_\_\_\_\_  
\_\_\_\_\_.

Attendee's Fax Number: \_\_\_\_\_.

Attendee's E-Mail: \_\_\_\_\_.

Attendee's Website: \_\_\_\_\_.

**PLEASE MAIL YOUR SIGNED AND DATED AGREEMENT  
ALONG WITH A CHECK, MONEY ORDER OR CERTIFIED  
FUNDS IN THE SUM OF THREE THOUSAND DOLLARS (\$3,000.00)**

**TO:**

**Helm Society School  
%Marie Luke  
P.O. Box 555  
Bethany, Oklahoma 73008**

\*For any further information, please contact:  
Marie Luke, Management: [lawclubusa@yahoo.com](mailto:lawclubusa@yahoo.com)  
Phone: 1-386-747-7000

## **PURCHASE AGREEMENT**

1. The pre-payment is completely non-refundable except under conditions where *The Helm Society School* does not actually conduct a school within one hundred and eighty (180) days of the pre-payment.

2. The school consists of approximately eighty (80) hours of instruction or two forty (40) hour segments, Monday through Friday, 9AM though 5PM, with an overview of the objectives of each week's instruction to be conducted on Sunday evening prior to the start of the first week. The staff of the Helm Society School may add additional optional classes or teaching sessions commonly referred to as round tables after hours and on weekends.

3. Pre-paid attendance can be deferred at the option of the attendee. A pre-paid attendee to *The Helm Society School* may pre-arrange to defer the second forty (40) hour segment or both forty (40) hour segments to a later date.

4. The privilege of attending *The Helm Society School* may be transferred, subject to the two following conditions: (1). the substitute attendee, (person to whom the privilege is extended) must sign all the "terms and conditions" contained in this agreement as well as in any subsequent agreements; and (2). no person shall be permitted to attend the second 40 hour segment of *The Helm Society School* without prior having attended the first 40 hour segment.

5. The geographic location of *The Helm Society School* is subject to change with notice. *The Helm Society School* is planning to locate in the area of Tampa, Florida.

6. Pre-payment benefits for *The Helm Society School* includes:

- (a). Approximately 80 hours instruction.
- (b). Books.

2 of 16      I have carefully read and fully agree to the foregoing conditions.

Signed by attendee: \_\_\_\_\_

7. Travel: to and from the school, and traveling while at the school, is the responsibility of the participant.

8. Lodging, breakfast and evening meals as well as weekend meals are the responsibility of the participant.

9. All attendees are responsible for their own insurance including but not limited to trip/travel insurance the participant finds necessary and prudent while traveling to or from the school or attending *The Helm Society School*.

10. *The Helm Society School*, may, at times, enhance benefits to attendees, however, any enhancements benefiting attendees shall not be construed as precedent or be required to be set as precedent for future benefits to the attendees of *The Helm Society School*.

Authorized by:

\_\_\_\_\_   
 For *The Helm Society School*

I hereby confirm this contract dated, \_\_\_\_\_, 200\_\_ for services provided by *The Helm Society School*. I confirm my understanding that this contract is accompanied by the appropriate pre-payment of \$3,000.00. I have read, acknowledged and fully understand the Terms and Conditions between myself and the Helm Society School, including but not limited to the mandatory binding arbitration agreement/addendum, which are set forth below.

\_\_\_\_\_ Date: \_\_\_\_\_   
 (Signature of buyer)

3 of 16 I have carefully read and fully agree to the foregoing conditions.

Signed by attendee: \_\_\_\_\_

**TERMS AND CONDITIONS OF AGREEMENT**  
**BETWEEN THE HELM SOCIETY SCHOOL AND THE ATTENDEE**

**1. THIS IS A BINDING AGREEMENT**

This “Terms and Conditions Agreement” with *The Helm Society School* is between the attendee and *The Helm Society School*. The name and term “*The Helm Society School*” includes, without in any way limiting the generality nor the scope thereof, *Richard Cornforth, Marie Luke, and all instructors, information providers, content providers, lecturers, prospective instructors, prospective information providers, prospective content providers, prospective lecturers, associates, prospective associates, agents, prospective agents, representatives, prospective representatives, officers, managers, staff members, equity holders, equity option holders, and successors/prospective successors in interest to any of the foregoing, and the protectors of any of the foregoing. In other words, the name and term “The Helm Society School” is intended to have the broadest possible meaning to the fullest extent of all applicable law.*

This agreement sets forth the general terms and conditions governing you, the attendee’s attendance at *The Helm Society School*. With respect to attending *The Helm Society School*, you, as the attendee, agree to be bound by the “terms and conditions”, of this agreement, *including but not limited to the mandatory binding arbitration provision set forth below*. If you do not wish to be bound by this agreement, **you may not attend *The Helm Society School*** and any refund of sums paid for attendance of *The Helm Society School* will be refundable by the option of *The Helm Society School*.

As used in this Agreement, "we", "us", "our" or “School”, refers to *The Helm Society School, Richard Cornforth, Marie Luke, and all instructors, agents, representatives, officers, managers, staff members, equity holders, equity option holders, and successors in interest to any of the foregoing*. The term “you” refers to the attendee, including but not limited to prospective attendees, substitute attendees, and all persons who are in any way associated with the attendee, including but not limited to *any and all business associates, partners, family members, co-venturers, joint venturers and successors of any of the foregoing*.

*The Helm Society School*, reserves the right to modify this agreement at any time and such modification shall be fully effective immediately upon either posting the modified agreement on the [www.richardcornforth.com](http://www.richardcornforth.com) website, related websites or notifying you, as the attendee, by email, instant message, text message, fax, regular mail or any other means of communication. You, as the attendee, agree to review this agreement periodically to ensure that you, as the attendee, are aware of any and all modifications. Your acceptance of this agreement at this time shall, in all respects, be deemed conclusive continuing acceptance of all modified agreements posted or communicated by *The Helm Society School*.

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Signed by attendee: \_\_\_\_\_

## **2. GENERAL INFORMATION: NO LEGAL ADVICE OR SERVICES**

The content contained in the curriculum of *The Helm Society School*, including but not limited to, text, graphics, images, information obtained from licensors, information provided by individual instructors, links and other material, (content), is intended for informational and educational purposes only.

**The content of *The Helm Society School* cannot, must not and should not be considered legal advice or counseling.** By adhering to the “terms and conditions” of this agreement, you, as the attendee, acknowledge and understand that questions regarding legal problems are purely hypothetical and do not constitute legal advice about any actual, potential or prospective matters matters. By adhering to the “terms and conditions” of this agreement, you acknowledge and understand, that no one associated with *The Helm Society School* may give or even offer legal advice to you during your attendance at the school or at any other related function. You further agree and understand that any request for legal advice will be construed to be in the nature of a request to break the law and will result in appropriate action by *The Helm School Society*, up to and including your immediate removal from the school or any activity related to the school.

The information available at *The Helm Society School* is intended to be educational and empowering to a very high degree but should not be considered complete and does not cover all legal subjects, or subjects of any related nature. If you are unable to discover all the information necessary relating to the resolution of any legal issue or by studying the materials available to you at *The Helm Society School*, you are encouraged to consult with an attorney, a legal authority or any other professional of your own choosing.

*The Helm Society School* makes no warranties, expressed or implied, including but not limited to any kind of special or general warranty regarding you, as the attendee, being able to solve or resolve any problems, legal or otherwise, based on attendance of *The Helm Society School*.

The Educational Content used by *The Helm Society School* is compiled from a variety of sources which shall include published books on topics specific to *The Helm Society School*.

*The Helm Society School* assumes no responsibility as to the validity or the accuracy of the Content used. By adhering to this agreement, you, as the attendee, understand and acknowledge

*The Helm Society School* shall be held harmless in all respects. No liability is assumed by *The Helm Society School* in any way, shape, form or fashion.

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Signed by attendee: \_\_\_\_\_

### **3. PERSONAL AND NONCOMMERCIAL USE**

*The Helm Society School* makes no representation to you, as the attendee, that attending *The Helm Society School* is intended to be accreditation for purposes of qualifying to engage in the practice of law, apply for membership to any bar association, or to any other vocational or educational institution. Any commercial use of the Content or benefits obtained by attending *The Helm Society School* is solely within the discretion of you, the attendee. By adhering to this agreement, you, as the attendee, acknowledge, understand, and agree to become informed of all relevant conditions including any and all jurisdictions you are or may become domiciled in. You agree not to use the information and education obtained from *The Helm Society School* for any purpose that is unlawful or prohibited by this Agreement.

### **4. USER'S AGREEMENT**

You agree to: (a) maintain all equipment required for attendance at *The Helm Society School*, such as laptop computers; (b) maintain the security of your user identification, password and other confidential information relating to the equipment used during *The Helm Society School*; (c) the sharing of any software not specifically introduced by *The Helm Society School* is solely governed by you, the attendee; (d) you are responsible for any property, injuries, damages or casualty losses, relating to the use of materials and equipment during *The Helm Society School* segments, and (e) any books or other materials placed in your possession shall be your sole responsibility.

You, as the attendee, grant *The Helm Society School* authorities the right to suspend or expel you, providing your conduct disruptive to other attendees or authorities, you are proven to be an active member of the judiciary, an attorney at bar, or a law enforcement official, unless, you as the attendee, arrange for *The Helm Society School's* written consent before your attendance.

You, as the attendee, understand and acknowledge that a refund is and shall always be a matter within the complete, unbridled discretion of *The Helm Society School*.

You further agree and understand that Richard Cornforth reserves the right to reject any person's application to attend *The Helm Society School*. Rejection shall not be based on race, gender, religion, national origin, nationality, citizenship status, or disability as defined under legislation. If any attendee requires any special accommodations or equipment due to a legally recognized disability, you must inform *The Helm Society School* right now. *The Helm Society School* will make every effort to reasonably accommodate all legally recognized disability when informed of such disability at the time the attendee enters into this agreement.

### **5. PRIVACY POLICY**

*The Helm Society School* considers its attendees' information as private and confidential. *The Helm Society School* agrees not to release any information pertaining or relating to

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Signed by attendee: \_\_\_\_\_

your attendance without your expressed written consent, unless it is required to protect its interests, including the interests of Richard Cornforth or any of his associates.

## **6. YOUR REPRESENTATIONS**

You, as the attendee, represent and warrant, you are at least 18 years of age, and you possess the legal right and ability to enter into this Agreement.

## **7. COPYRIGHT**

All the Content used by *The Helm Society School*, including but not limited to, all the graphs, graphics, photographs, texts, sounds, data, audio and video clips, etc. available on this site, is the property of *The Helm Society School*, its licensors, content suppliers, including book publishers, and instructors and is protected by U.S. and international copyright laws. The compilation, collection, selection, arrangement, assembly and coordination of any and all content available to *The Helm Society School* on any relevant Web Site, is the exclusive property of *The Helm Society School* and protected by U.S. and international copyright laws.

Information received from *The Helm Society School* or through any relevant Web Site may be displayed, reformatted and printed for your personal, non-commercial use only. You, as the attendee, agree not to reproduce, retransmit, distribute, disseminate, sell, publish, broadcast or circulate the information received at *The Helm Society School* or any relevant Web Site. Any copy made for information and obtained at *The Helm Society School* from any relevant Web Site, must include the copyright notice. The name, "*The Helm Society School*" or any derivative name is, Copyrighted by *The Helm Society School* and all rights are reserved.

## **8. INDEMNIFICATION**

YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS *The Helm Society School*, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, INFORMATION PROVIDERS, INSTRUCTORS, SUPPLIERS, MANAGEMENT, AND ANY OTHER AUTHORITY FROM AND AGAINST ALL LOSSES, INJURIES, PERSONAL INJURIES, EXPENSES, DAMAGES, AND COSTS, INCLUDING REASONABLE ATTORNEY'S FEES, RESULTING FROM ANY VIOLATION OF THIS AGREEMENT OR ANY ACTIVITY RELATED TO YOUR ATTENDANCE AT *THE HELM SOCIETY SCHOOL*, INCLUDING BUT NOT LIMITED TO: INFRINGEMENT OF ANY THIRD PARTY'S U.S. AND/OR WORLDWIDE INTELLECTUAL PROPERTY RIGHTS, NEGLIGENT, WRONGFUL CONDUCT BY YOU, AS THE ATTENDEE, OR, ANY OTHER PERSON ACCESSING *THSS* OR RICHARD CORNFORTH WEB SITES OR ANY RELATED WEBSITES USING YOUR ACCOUNT NAME, USER NAME, IDENTITY OR PASSWORD.

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Signed by attendee: \_\_\_\_\_

**9. WAIVER, RELEASE AND LIMITATION OF LIABILITY**

YOU AGREE THAT NEITHER, *the Helm Society School*, OR ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, INFORMATION PROVIDERS, SUPPLIERS, MANAGEMENT OR AUTHORITIES SHALL HAVE ANY LIABILITY TO YOU, AS THE ATTENDEE, UNDER ANY THEORY OF LIABILITY OR INDEMNITY IN CONNECTION WITH YOUR ATTENDANCE AT THE SCHOOL. YOU, AS THE ATTENDEE, HEREBY RELEASE AND FOREVER WAIVE ANY AND ALL CLAIMS YOU MAY HAVE AGAINST *The Helm Society School*, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, INFORMATION PROVIDERS, INSTRUCTORS, SUPPLIERS, MANAGEMENT, OR AUTHORITIES FOR INJURIES, LOSSES OR DAMAGES YOU, AS THE ATTENDEE, SUSTAIN IN CONNECTION WITH YOUR ATTENDANCE DUDRING *THE HELM SOCIETY SCHOOL*.

NOTWITHSTANDING THE AFOREGOING PARAGRAPH, THE TOTAL COLLECTIVE LIABILITY OF *The Helm Society School*, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, INFORMATION PROVIDERS, INSTRUCTORS, SUPPLIERS, MANAGEMENT, OR AUTHORITIES IF ANY, FOR INJURIES, LOSSES, PERSONAL INJURIES, OR DAMAGES SHALL NOT EXCEED THE TUITION PAID FOR ATTENDANCE AT THE SCHOOL, WHICH MAY BE REFUNDED IN INSTALLMENTS WITHOUT ANY REQUIREMENT TO PAY ANY INTEREST OR FINANCE CHARGES. ALL OTHER DAMAGES, DIRECT OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE, INCLUDING BUT NOT LIMITED TO, INJURIES, LOST PROFITS OR DAMAGES RESULTING FROM LOST DATA OR BUSINESS INTERRUPTION ARISING FROM ANY USE OF MATERIALS MADE AVAILABLE AT THE SCHOOL OR BY REASON OF ATTENDANCE AT THE SCHOOL OR INABILITY TO USE ANY CONTENT OR OTHER PARTS OF *The Helm Society School* ARE HEREBY EXCLUDED EVEN IF *The Helm Society School*, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, INFORMATION PROVIDERS, SUPPLIERS, MANAGEMENT, OR AUTHORITIES HAVE BEEN ADVISED BY THE POSSIBILITY OF SUCH DAMAGES.

**10. THIRD PARTY RIGHTS**

The provisions of paragraphs 8 (Indemnification) and 9 (Waiver, Release and Limitation of Liability) are for the benefit *The Helm Society School* and its officers, directors, employees, instructors, agents, licensors, suppliers, Information Providers, management and authorities. Each of these individuals or entities shall have the right to assert and enforce those provisions directly against you, as the attendee, on its own behalf.

8 of 16      I have carefully read and fully agree to the foregoing conditions.

Signed by attendee: \_\_\_\_\_

## 11. MISCELLANEOUS

Any cause of action or claim you, as the attendee, may have with respect to *The Helm Society School* must be commenced within one (1) year after the claim or cause of action arises. *The Helm Society School's* failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of this Agreement.

*The Helm Society School* may assign its rights and obligations under this Agreement to any party at any time without notice to you, as the attendee, and upon such assignment *The Helm Society School* shall be relieved of any further obligation hereunder.

*The Helm Society School* reserves the right to change fees and tuition without prior notice; however, pre-payment of tuition and fees shall have the effect of "grandfathering" the attendee, until such time as the attendee or their nominee, as a substitute attendee, attends *The Helm Society School*.

### WARNING

**PLEASE NOTE THAT THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. THIS IS NOT IN ANY WAY, SHAPE, FORM, OR FASHION INTENDED TO BE ANY KIND OF A "STANDARD CONTRACT". SOME OF THE TERMS AND PROVISIONS OF THIS CONTRACT ARE COMMON TO MOST CONTRACTS, WHILE OTHER PROVISIONS ARE PECULIAR TO THIS CONTRACT. IT IS IN THE PARTIES' BEST INTEREST TO VERY CAREFULLY READ THIS CONTRACT WORD-FOR-WORD AND ITEM-BY-ITEM. IF THERE IS ANY TERM OR PROVISION THAT IS NOT FULLY UNDERSTOOD, PLEASE CONTACT THE ATTORNEY OF YOUR CHOICE IN ORDER TO OBTAIN APPROPRIATE LEGAL ADVICE. THE TERMS AND PROVISIONS OF THIS CONTRACT WILL ALWAYS CONTROL OVER ANY ORAL OR WRITTEN EXPLANATION. THUS, THE PARTIES ARE HEREBY EXPRESSLY WARNED NOT TO ENTER THIS CONTRACT UNLESS YOU, AS AN ATTENDEE, PROSPECTIVE ATTENDEE, OR SUBSTITUTE ATTENDEE ARE SATISFIED THAT YOU FULLY UNDERSTAND EACH AND EVERY ONE OF YOUR RESPECTIVE RIGHTS, PRIVILEGES, DUTIES, OBLIGATIONS AND REMEDIES HEREUNDER. YOU, AS AN ATTENDEE, PROSPECTIVE ATTENDEE, OR SUBSTITUTE ATTENDEE ARE HEREBY GIVEN EXPRESSED AND FAIR WARNING THAT THIS CONTRACT INCLUDES, AMONG ITS EXPRESSED WRITTEN PROVISIONS, A MANDATORY BINDING ARBITRATION AGREEMENT.**

9 of 16      I have carefully read and fully agree to the foregoing conditions.

Signed by attendee: \_\_\_\_\_

**RELATIONSHIP TO THE ENTIRE CONTRACT**

The entire Contract and all rights, privileges, duties, obligations and remedies contemplated by said Contract shall be governed by the laws of the United States of America and the State of Florida, as if the same were a contract wholly entered into and wholly performed within the State of Florida; without regard to any conflicts of law principles. The undersigned attendee, prospective attendee, or substitute attendee (hereafter, "Attendee") and *The Helm Society School* (hereafter, "THSS"), including but not limited to *Richard Cornforth, Marie Luke, and all instructors, information providers, content providers, lecturers, prospective instructors, prospective information providers, prospective content providers, prospective lecturers, associates, prospective associates, agents, prospective agents, representatives, prospective representatives, officers, managers, staff members, equity holders, equity option holders, and successors/prospective successors in interest to any of the foregoing, and the protectors of any of the foregoing (the name and term "The Helm Society School" is intended to have the broadest possible meaning to the fullest extent of all applicable law)* hereby clearly, distinctly and expressly agree that any dispute, disagreement, or controversy arising under, relating to or connected with this agreement shall resolved through mandatory binding arbitration, as more fully set forth below. **SAID BINDING ARBITRATION AGREEMENT/ADDENDUM, SET FORTH BELOW, SHALL SURVIVE THIS AGREEMENT, AND ALL MODIFICATIONS HEREOF, IN ALL RESPECTS.**

**MANDATORY BINDING ARBITRATION AGREEMENT/ADDENDUM**

By accessing *THSS - [www.richardcornforth.com](http://www.richardcornforth.com)* website(s) and/or using the information therein available and/or by purchasing any products or services made available by and/or through *THSS* and/or any of his/her/their/its sites, affiliates, agents, representatives, dealers, employees, successors, assigns, officers, directors, shareholders, members, option holders, interest holders, parents, subsidiaries, and/or all other associated persons; OR BY BECOMING ASSOCIATED *WITH THSS* IN ANY CAPACITY WHATSOEVER, INCLUDING BUT NOT LIMITED TO THE CAPACITY OF EXCLUSIVE OR NON-EXCLUSIVE CAPACITY, THE UNDERSIGNED ATTENDEE HAS ENTERED INTO THE FOLLOWING MANDATORY BINDING ARBITRATION AGREEMENT/ADDENDUM WITH *THSS*. ACCORDINGLY, ATTENDEE AND *THSS* HEREBY EXPRESSLY AGREE THAT ANY CLAIM OR DISPUTE UNDER THIS AGREEMENT AS WELL AS ANY KIND OF CLAIM OR DISPUTE, WHETHER RELATED TO THIS AGREEMENT (INCLUDING BUT NOT LIMITED TO ANY AMENDMENTS, RENEWALS OR MODIFICATIONS OF THIS AGREEMENT) OR OTHERWISE RELATING TO OR CONNECTED WITH THE ATTENDEE'S ATTENDANCE AT ANY *THSS* SCHOOL, EVENT, FUNCTION OR PROGRAM; INCLUDING BUT NOT LIMITED TO ANY KIND OF STATUTORY, REGULATORY, COMMON LAW, CONTRACTUAL,

10 of 16 I have carefully read and fully agree to the foregoing conditions.

Signed by attendee: \_\_\_\_\_

EXTRACONTRACTUAL, EQUITABLE OR TORT CLAIM(S) OR DEFENSE(S), SHALL BE RESOLVED EXCLUSIVELY AND FINALLY BY AND THROUGH BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION IN ACCORDANCE WITH THE COMMERCIAL ARBITRATION RULES (INCLUDING BUT NOT LIMITED TO THE OPTIONAL EMERGENCY ARBITRATION RULES AND PROVISIONS), IN EFFECT AT THE TIME THAT A CLAIM OR ARBITRATION DEMAND IS MADE.

ATTENDEE AND *THSS* HEREBY EXPRESSLY WAIVE THEIR RESPECTIVE RIGHTS TO A HEARING OR TRIAL IN A COURT OF LAW, INCLUDING BUT NOT LIMITED TO ANY RIGHT TO A JURY TRIAL.

ATTENDEE AND *THSS* ALSO HEREBY EXPRESSLY CONSENT TO THE PERSONAL AND SUBJECT-MATTER JURISDICTION OF THE AMERICAN ARBITRATION ASSOCIATION.

ANY AND ALL CLAIMS, DISPUTES OR CONTROVERSIES ARISING UNDER THIS AGREEMENT OR CONNECTED WITH OR RELATING TO THE ATTENDEE'S PARTICIPATION IN ANY OF *THSS* EVENTS, FUNCTIONS, SCHOOLS, COMMUNICATIONS, SEMINARS, WEBINARS, TELESEMINARS OR TELECONFERENCES SHALL BE ARBITRATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS. NO ARBITRATION CASE, MATTER OR PROCEEDING INVOLVING SHALL BE COMBINED OR CONSOLIDATED WITH THOSE THAT INVOLVE OR MIGHT INVOLVE ANY OTHER PARTIES. HOWEVER, ANY AND ALL PERSONS ASSOCIATED WITH *THSS* AND/OR RICHARD CORNFORTH, INCLUDING BUT NOT LIMITED TO PAST, PRESENT AND FUTURE ASSOCIATES OF RICHARD CORNFORTH AND THEIR RESPECTIVE SUCCESSORS IN INTEREST, SHALL HAVE THE ABSOLUTE RIGHT TO INTERVENE IN AND PARTICIPATE IN ALL ARBITRATION CASES AND PROCEEDINGS, INCLUDING BUT NOT LIMITED TO ALL COURT PROCEEDINGS TO COMPEL ARBITRATION, ABATE COURT PROCEEDINGS PENDING ARBITRATION, ABATE OR SUSPEND BANKRUPTCY OR INSOLVENCY PROCEEDINGS PENDING ARBITRATION, REMOVE STATE COURT PROCEEDINGS TO FEDERAL COURT IN CONNECTION WITH ANY ARBITRATION MATTER, AND TO ENFORCE ALL KINDS OF PRELIMINARY, INTERLOCUTORY, STATUS QUO, INJUNCTIVE, DECLARATORY, FINAL, POST-FINAL AND APPELLATE ARBITRAL AWARDS.

THIS MANDATORY BINDING ARBITRATION AGREEMENT/ADDENDUM IS NOW AND SHALL AT ALL TIMES BE BINDING UPON ATTENDEE AND *THSS* AS WELL AS THEIR RESPECTIVE ASSOCIATES, AGENTS, ATTORNEYS, COUNSELS, ADVISORS, REPRESENTATIVES, AFFILIATES, SUBSIDIARIES, OFFICERS, BENEFICIARIES, BENEFICIAL INTEREST HOLDERS, SHAREHOLDERS, UNIT HOLDERS, OPTION HOLDERS, EQUITY HOLDERS, ASSIGNEES, TRANSFEREES, TRUSTEES, RECEIVERS AND/OR ANY OTHER

11 of 16 I have carefully read and fully agree to the foregoing conditions.

Signed by attendee: \_\_\_\_\_

PERSON(S) AND/OR ENTITY(IES) ACTING OR PURPORTING TO ACT FOR AND/OR ON BEHALF OR INSTEAD OF ATTENDEE OR *THSS*.

IN ADDITION, ATTENDEE AND *THSS* HEREBY EXPRESSLY AGREE THAT ANY AND ALL COMMUNICATIONS, INCLUDING BUT NOT LIMITED TO NOTICES OF COMMENCEMENT OF ARBITRATION PROCEEDINGS OR RELATING TO ANY KIND OF HEARINGS OR PROCEEDINGS TO COMPEL, CONTEST OR ENFORCE ARBITRATION (INCLUDING BUT NOT LIMITED TO COURT PROCEEDINGS TO ENFORCE ARBITRATOR'S SUBPOENAS AND/OR ANY KIND OF INITIAL, INTERIM, PRELIMINARY, STATUS QUO, FINAL, ADDITIONAL, POST-FINAL, SUPPLEMENTAL OR APPELLATE ARBITRAL AWARDS) MAY BE SERVED BY EITHER PARTY UPON THE OTHER PARTY BY E-MAIL, FAX, UNITED STATES FIRST-CLASS REGULAR MAIL, UNITED STATES CERTIFIED OR REGISTERED MAIL, FED EX, UPS, DHL OR PERSONAL DELIVERY. ANY AND ALL SUCH COMMUNICATIONS AND NOTICES SHALL BE DEEMED TO HAVE BEEN RECEIVED BY THE INTENDED RECEIPIENT WHEN SENT BY EITHER ATTENDEE OR *THSS*.

**FURTHER, ANY CLAIM(S), CONTROVERSY(IES), DISPUTE(S) OR DEFENSE(S) CONCERNING OR IN ANY WAY RELATING TO THE VALIDITY OF THIS MANDATORY BINDING ARBITRATION AGREEMENT/ADDENDUM OR THE ARBITRABILITY OF ANY GIVEN CLAIM(S), CONTROVERSY(IES), DISPUTE(S) OR DEFENSE(S) SHALL LIKEWISE BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION, IN ACCORDANCE WITH THE COMMERCIAL ARBITRATION RULES IN EFFECT AT THE TIME THAT A CLAIM OR ARBITRATION DEMAND IS FILED. THE SCOPE OF THIS PROVISION NOW AND SHALL AT ALL TIMES BE DEEMED TO INCLUDE, WITHOUT IN ANY MANNER LIMITING THE GENERALITY THEREOF, ANY AND ALL STATUTORY CLAIMS, REGULATORY CLAIMS, CONSTITUTIONAL CLAIMS, COMMON LAW CLAIMS, EQUITABLE CLAIMS, TORT CLAIMS, CONTRACTUAL CLAIMS, EXTRA-CONTRACTUAL CLAIMS, DEFENSES, AFFIRMATIVE DEFENSES, COUNTER-CLAIMS, CROSS-CLAIMS, THIRD-PARTY CLAIMS OR ANY OTHER MATTER OR CONTROVERSY WHATSOEVER. THIS MEANS THAT, NOTWITHSTANDING ANY OTHER LAWS, ANY AND ALL MATTERS INCLUDING BUT NOT LIMITED TO BANKRUPTCY CLAIMS AND PROCEEDINGS SHALL BE REFERRED TO MANDATORY BINDING ARBITRATION IN ACCORDANCE WITH THIS AGREEMENT AND CHAPTER 2 OF THE FEDERAL ARBITRATION ACT (AND THE CASE LAW DECIDED THEREUNDER).**

12 of 16 I have carefully read and fully agree to the foregoing conditions.

Signed by attendee: \_\_\_\_\_

Notwithstanding any choice of law provision included in this Contract or the operation of any conflicts of law principles, this mandatory binding arbitration agreement/addendum is, in all respects, controlling, separate and apart from the entire agreement between the Attendee and THSS, and is thus, subject to the Federal Arbitration Act (9 U.S.C. §§ 1-16) as well as the New York Convention on the Enforcement of Foreign Arbitral Awards (9 U.S.C. §§ 201-208 or as codified in the nation or jurisdiction where enforcement of the award is sought). **THIS MEANS THAT IF THERE IS ANY CONFLICT OR INCONSISTENCY BETWEEN ANY TERM(S) OR PROVISION(S) OF THIS MANDATORY BINDING ARBITRATION AGREEMENT/ADDENDUM AND THE AGREEMENT BETWEEN THE ATTENDEE AND THSS, THIS MANDATORY BINDING ARBITRATION AGREEMENT/ADDENDUM WILL CONTROL IN ALL RESPECTS.**

Any and all hearings and proceedings contemplated under the binding arbitration agreement/addendum shall be held as provided by the American Arbitration Association's Commercial Arbitration Rules (including but not limited to the optional rules relating to emergency matters, injunctions, status quo orders and protective orders) and if any in-person hearing is required, it shall be held in Orlando, Orange County, State of Florida, United States of America. Each party shall bear its own costs, including but not limited to legal advice; legal assistance; legal counsel; legal guidance; representation; technical assistance; witness preparation; discovery; clerical; translation; and research services required to complete arbitration. Each party shall also be responsible for paying their respective arbitration filing fees; arbitrator's fees; and court filing fees, in accordance with the rules and regulations promulgated by the American Arbitration Association and the United States federal court system.

The Federal Arbitration Act; the New York Convention (9 U.S.C. §§ 201-208 or as codified in the nation or jurisdiction where enforcement of the award is sought); and, the American Arbitration Association's Commercial Arbitration Rules (including but not limited to the optional rules relating to emergency matters) shall govern all arbitration proceedings, including but not limited to matters concerning pre-hearing discovery. However, all issues and matters relating to the existence and applicability of any kind of privilege, matters regarding the free exercise of religion, and the right to a fundamentally fair arbitration proceeding shall be governed by the following standards:

1. The arbitrator shall be expressly bound and obligated to apply the Florida Constitution's Declaration of Rights (codified at Article I, Sections 1 through 24) and the Florida Evidence Code (codified at Chapter 90, Florida Statutes) in effect as of December 31, 2006, including but not limited to the case law construing or interpreting the foregoing body of law (in effect and published as of December 31, 2006) to resolve any and all claims, defenses, issues and matters based on the existence, applicability, extent or scope of any kind of privilege, confidentiality or exemption from disclosure.

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Signed by attendee: \_\_\_\_\_

2. The arbitrator shall be expressly bound and obligated to apply the Florida Constitution's Declaration of Rights (codified at Article I, Sections 1 through 24) and the Florida Religious Freedom Restoration Act (codified at Chapter 761, Florida Statutes, in effect as of December 31, 2006, including but not limited to the case law construing or interpreting the foregoing body of law, in effect and published as of December 31, 2006) to resolve any and all claims, defenses, issues and matters based on conscience or the free exercise of religion.

3. The arbitrator shall be expressly bound and obligated to apply the Florida Constitution's Declaration of Rights (codified at Article I, Sections 1 through 24) and the Florida Rules of Judicial Administration in effect as of December 31, 2006, including but not limited to the case law construing or interpreting the foregoing body of law in effect and published as of December 31, 2006) to resolve any and all claims, defenses, issues and matters regarding the disqualification of any arbitrator or the right of any party to make an accurate, correct and complete record of all proceedings before an arbitrator.

4. The arbitrator shall be expressly bound and obligated to apply the Florida Civil Theft Act, codified at Chapter 772, Florida Statutes, in effect as of December 31, 2006, and the case law decided there under as of December 31, 2006, in order to determine any and all kinds of treble damages, special damages, exemplary damages, punitive damages or any other kinds of awards in excess of actual damages.

5. The arbitrator shall be expressly bound and obligated to apply Florida law regarding the existence and legality of any kind of trust, including but not limited to Land Trusts, and the validity of transfers of personal property, including but not limited to the transfers of intangible personal property.

6. Each and every subpoena issued by an arbitrator may be enforced in any court having proper jurisdiction in accordance with the New York Convention on the Enforcement of Arbitration Awards (9 U.S.C. §§ 201-208, in effect as of December 31<sup>st</sup>, 2006 or as codified in the jurisdiction where enforcement of the award is sought as of the aforementioned date) as well as the provisions of rules 26-37, and 45, Federal Rules of Civil Procedure (and the case law there under) in effect as December 31, 2006.

7. No judge, magistrate or any other judicial or quasi-judicial officer, including but not limited to any administrative law judge or bankruptcy judge or bankruptcy referee or federal magistrate judge shall have any authority, discretion or power to abate, enjoin, stay or otherwise limit any kind of arbitration proceedings pursuant to this mandatory binding arbitration provision.

14 of 16 I have carefully read and fully agree to the foregoing conditions.

Signed by attendee: \_\_\_\_\_

**8. IN THE EVENT THAT ANY BANKRUPTCY OR INSOLVENCY CASE OR PROCEEDING IS COMMENCED BY OR AGAINST ATTENDEE AND/OR THSS ANY OF THEIR RESPECTIVE ASSOCIATES, AGENTS, ATTORNEYS, COUNSELS, ADVISORS, REPRESENTATIVES, AFFILIATES, SUBSIDIARIES, OFFICERS, BENEFICIARIES, BENEFICIAL INTEREST HOLDERS, SHAREHOLDERS, UNIT HOLDERS, OPTION HOLDERS, EQUITY HOLDERS, ASSIGNEES, TRANSFEREES, TRUSTEES, RECEIVERS AND/OR ANY OTHER PERSON(S) AND/OR ENTITY(IES) ACTING OR PURPORTING TO ACT FOR AND/OR ON BEHALF OR INSTEAD OF ATTENDEE OR THSS, IT IS HEREBY CLEARLY, DISTINCTLY, AND EXPRESSLY AGREED AND STIPULATED THAT THSS SHALL HAVE THE RIGHT, UPON ORAL OR WRITTEN MOTION, TO HAVE ANY REFERENCE TO A BANKRUPTCY JUDGE OR BANKRUPTCY REFEREE OR MAGISTRATE JUDGE WITHDRAWN, AND THAT A DISTRICT JUDGE SHALL ADJUDICATE ALL BANKRUPTCY MATTERS (CORE AS WELL AS NON-CORE). THIS PROVISION IS INTENDED TO BE APPLIED, CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE JURISPRUDENCE REGARDING CHAPTER 2 OF THE FEDERAL ARBITRATION ACT AS IT RELATES TO BANKRUPTCY MATTERS, MANDATORY WITHDRAWAL OF REFERENCES OF BANKRUPTCY CASES OR PROCEEDINGS, PERMISSIVE/DISCRETIONARY WITHDRAWAL OF REFERENCES OF BANKRUPTCY CASES OR PROCEEDINGS, AND ABSTENTION DOCTRINES. HERE AGAIN, THIS MEANS THAT, NOTWITHSTANDING ANY OTHER LAWS, ANY AND ALL MATTERS INCLUDING BANKRUPTCY CLAIMS AND PROCEEDINGS SHALL BE REFERRED TO MANDATORY BINDING ARBITRATION IN ACCORDANCE WITH THIS AGREEMENT AND CHAPTER 2 OF THE FEDERAL ARBITRATION ACT (AND THE CASE LAW DECIDED THEREUNDER AS OF DECEMBER 31, 2006).**

9. Judgment on any kind of arbitral award (INCLUDING BUT NOT LIMITED TO ANY KIND OF INITIAL, INTERIM, PRELIMINARY, STATUS QUO, FINAL, ADDITIONAL, POST-FINAL, SUPPLEMENTAL OR APPELLATE ARBITRAL AWARDS) may be entered in any court in the United States of America, Canada, Australia or any other nation that has proper jurisdiction in accordance with the standards set forth in the New York Convention on the Enforcement of Arbitration Awards (See: 9 U.S.C. §§ 201-208 as well as the standards that codified as of December, 2006 in Canada, Australia or any other jurisdiction where enforcement of the award is sought).

We, the undersigned signatories for Attendee and THSS hereby expressly certify that all previous agreements and understandings have been merged into the entire Contract and

15 of 16 I have carefully read and fully agree to the foregoing conditions.

Signed by attendee: \_\_\_\_\_

the foregoing mandatory binding arbitration agreement/addendum; there are no separate agreements (oral, written or otherwise); each of us have had a reasonable opportunity to carefully review the entire agreement as well as the foregoing mandatory binding arbitration agreement/addendum ;we have had the opportunity to independently consult with our respective legal counsel; and, are satisfied that each and every term and provision in the contract as well as the foregoing mandatory binding arbitration agreement/addendum sets forth our entire understanding. Further, the provisions in this Agreement and the foregoing mandatory binding arbitration provision are severable. This means that in the event any provision hereof is determined to be invalid or unenforceable, such invalidity or unenforceability shall not in any way affect the validity or enforceability of the remaining provisions hereof.

**ACCEPTANCES OF THE TERMS AND CONDITIONS INCLUDING BUT NOT LIMITED TO THE MANDATORY BINDING ARBITRATION PROVISIONS**

Accepted by: \_\_\_\_\_, (date): \_\_\_\_\_, 200 \_\_\_\_.  
Signed: \_\_\_\_\_, (Printed Name of Officer): \_\_\_\_\_.  
Accepted by: \_\_\_\_\_, (date): \_\_\_\_\_, 200 \_\_\_\_.  
Signed: \_\_\_\_\_, (Printed Name): \_\_\_\_\_.

I, (print name), the attendee:

\_\_\_\_\_  
Address of attendee: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone Number(s): \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_  
Date: \_\_\_\_\_ at (location), \_\_\_\_\_, certify

that I have read, acknowledge and understand, and that I agree to all terms and conditions contained in the foregoing agreement (including but not limited to the mandatory binding arbitration provisions) between myself, the undersigned, and *The Helm Society School*.

\_\_\_\_\_  
(Signature)

**NOTICE**

*The Helm Society School* may deliver notice to you, as the attendee, under this Agreement by means of electronic mail (to the most recent e-mail address provided by you at the time of registration or modification of your profile), by written communication delivered by first class U.S. mail to your address on record in *The Helm Society School's* information. You, as the attendee, may give notice to *The Helm Society School* at any time via electronic mail to: *The Helm Society School* or by letter delivered, first class postage prepaid U.S. mail or overnight courier to the following address:

Helm Society School  
%Marie Luke P.O. Box 555 Bethany, Oklahoma 73008  
E-Mail: [lawclubusa@yahoo.com](mailto:lawclubusa@yahoo.com)

16 of 16 I have carefully read and fully agree to the foregoing conditions.

Signed by attendee: \_\_\_\_\_