

# Authorization and Waiver

I authorize ELITE MEDICAL PREP LLC (the “Company”) to provide me tutoring services for the Medical College Admissions Test (“MCAT”), United States Medical Licensing Exam (“USMLE”), Comprehensive Osteopathic Medical Licensing Exam (“COMLEX”), National Board of Medical Examiners exams (“Shelf Exams”), American Board of Internal Medicine Exam (“ABIM”), American Board of Surgery In-Training Examination (“ABSITE”), American Board of Pediatrics Exam (“ABP”), Residency Advising, Medical School Advising, or any other medical exam.

1. I understand that the tutoring to be provided to me by the Company may be performed by medical students, resident/fellow physicians, attending physicians, or other MDs or DOs.
2. I understand, acknowledge, and agree that, given the complexity and breadth and depth of knowledge required for the MCAT; USMLE, whether Step 1, Step 2, or Step 3; COMLEX, whether Level 1, Level 2, or Level 3; Shelf Exams; ABIM; ABSITE; ABP; Residency Advising; Medical School Advising; or any other medical exam, the Company can make no guarantees that I will pass any of these exams, or achieve a particular score, or improve my score, or achieve a particular admissions outcome.
3. I acknowledge that the nature and purpose of the tutoring, the likelihood of benefits from the tutoring process, and the efforts required from me to benefit from the tutoring, have been explained to me by the Company. I understand, acknowledge, and agree that there are no results guaranteed and that the Company has not made, and is not making, guarantees of any nature whatsoever.
4. I understand and agree that all trial tutoring session purchases are non-refundable.
5. I understand and agree that payment must be made in full at least 24 hours prior to any scheduled tutoring session. Failure to make payment on time may result in delayed or rescheduled appointments. In addition, all appointments must be rescheduled or canceled at least 24 hours prior to the session or are billed in full.
6. I understand and agree that any unused paid hours on my tutoring package are refundable, upon my request, within 1 year of the date of purchase. Free hours issued as part of a tutoring package promotion are not eligible for refund. The dollar value of unused tutoring does not expire and may be applied towards other Elite Medical Prep services.
7. I understand and agree that all tutoring and billing for services is arranged through the Company. I will not solicit any of the tutors of the Company for private tutoring outside of the Company. A breach of this non-solicitation agreement may result in forfeiture of any refund on unused tutoring hours. In addition, the Company retains all other available remedies for breach.
8. I hereby waive any and all claims and liabilities of any nature whatsoever (“Claims”) against the Company, its owners, employees, independent contractors, directors, agents, successors and assigns (collectively, “Released Parties”) in connection with the tutoring services to be provided to me by the Company, and I hereby indemnify and hold harmless the Released Parties from and against any and all such Claims.