

# Bootcamp Terms, Conditions, & Agreement

## TERMS-

This agreement is entered into by and between: Alisha Long, Alisha the Coach/Bodyficiency (Coach, Company) and you, the Client, whereby Coach agrees to provide Coaching Services for Client focusing on the outcomes attached to this Agreement as Schedule A.

### Description of Coaching

Coaching is a partnership (defined as an alliance, not a legal business partnership) between the Coach and the Client in a thought-provoking and creative process that inspires the client to maximize personal and professional potential. It is designed to facilitate the creation/development of personal, professional or business goals and to develop and carry out a strategy/plan for achieving those goals.

### Coach-Client Relationship

Coach agrees to maintain the ethics and standards of behavior established and approved by the National Association of Nutrition Professionals (NANP) and the National Board for Health and Wellness Coaching (NBHWC).

Client is solely responsible for creating and implementing his/her own physical, mental and emotional well-being, decisions, choices, actions and results arising out of or resulting from the coaching relationship and his/her coaching calls and interactions with the Coach. As such, the Client agrees that the Coach is not and will not be liable or responsible for any actions or inaction, or for any direct or indirect result of any services provided by the Coach. Client understands coaching is not therapy and does not substitute for therapy if needed, and does not prevent, cure, or treat any mental disorder or medical disease.

Client further acknowledges that he/she may terminate or discontinue the coaching relationship at any time.

Client acknowledges that coaching is a comprehensive process that may involve different areas of his or her personal life, including work, finances, health, relationships, education and recreation. The Client agrees that deciding how to handle these issues, incorporate coaching principles into those areas and implementing choices is exclusively the Client's responsibility.

Client acknowledges that coaching does not involve the diagnosis or treatment of mental disorders as defined by the American Psychiatric Association and that coaching is not to be used as a substitute for counseling, psychotherapy, psychoanalysis, mental health care, substance abuse treatment, or other professional advice by legal, medical or other qualified professionals and that it is the Client's exclusive responsibility to seek such independent professional guidance as needed. If Client is currently under the care of a mental health professional, it is recommended that the Client promptly inform the mental health care provider of the nature and extent of the coaching relationship agreed upon by the Client and the Coach.

The Client understands that in order to enhance the coaching relationship, the Client agrees to communicate honestly, be open to feedback and assistance and to create the time and energy to participate fully in the program.

### Services

The parties agree to engage in the Body Bootcamp Series Coaching Program through various method(s), e.g., in-person, internet, telephone sessions. Coach will be available to Client by e-mail and voicemail in between scheduled sessions as defined by the Coach (Office Hours – M-Th from 11 AM – 2 PM). Coach may also be available for additional time, per Client's request on a prorated basis rate of

\$100/hour for private coaching (for example, reviewing documents, reading or writing reports, engaging in other Client related services outside of coaching hours).

### **Schedule and Fees**

This coaching agreement is valid as soon as payment is made. The one-time fee is \$699 and other services may be added a la cart at the sole discretion of the Coach for an additional fee.

The live bootcamp sessions are at the sole discretion of the Coach and, if scheduled, occurrences shall be once per week; between 30 and 60 minutes. If rates change before this agreement has been signed and dated, the prevailing rates will apply.

The refund policy in effect for the term of this Agreement is as follows:

There are no refunds for the coaching programs. If there is an extenuating circumstance, a partial or full refund may be given but is left solely up to the company and its main officer(s).

### **Procedure**

Each bootcamp series follows a similar format. Client will receive an intake form and fill it out fully for the purpose of creating accurate fitness vitals and nutrition stats. The Client will receive said vitals and stats to be used to mark their beginning and track their progress.

The Client will receive a series of prescribed workouts, a complimentary nutrition guide, and a post-bootcamp maintenance guide to help them throughout and after the program. All workouts will not be live. The Client will be responsible for completing the prescribed workouts, preparing their individual meal plan, and following mindset practices that cater to their mental health. There will be weekly live workouts held at the coach's discretion.

For live bootcamp sessions, the time and location of the will be disclosed by Coach three days prior to the session (for live participants only). Live streaming will be available if the Client is not able to make it to the physical address. No drop-ins will be allowed without prior written consent. The Coach will initiate all scheduled sessions and will contact the Client via email and/or text. If the method of contact changes for any sessions, Client will be notified prior to the scheduled appointment time.

The Client will be responsible for following guidelines and consulting coach and/or a medical professional should any injury or other adverse effect occur.

### **Confidentiality**

This coaching relationship, as well as all information (documented or verbal) that the Client shares with the Coach as part of this relationship is confidential. However, please be aware that the Coach/Client relationship is not considered a legally confidential relationship (like the medical and legal professions) and thus communications are not subject to the protection of any legally recognized privilege. The Coach agrees not to disclose any information pertaining to the Client without the Client's written consent. The Coach will not disclose the Client's name as a reference without the Client's consent.

Confidential Information does not include information that: (a) was in the Coach's possession prior to its being furnished by the Client; (b) is generally known to the public or in the Client's industry; (c) is obtained by the Coach from a third party, without breach of any obligation to the Client; (d) is independently developed by the Coach without use of or reference to the Client's confidential information; or (e) the Coach is required by statute, lawfully issued subpoena, or by court order to disclose; (f) is disclosed to the Coach and as a result of such disclosure the Coach reasonably believes there to be an imminent or likely risk of danger or harm to the Client or others; and (g) involves illegal activity. The Client also acknowledges his or her continuing obligation to raise any confidentiality questions or concerns with the Coach in a timely manner.

### **Cancellation Policy**

Client agrees that it is the Client's responsibility to cancel a live session by notifying the Coach 48 of hours in advance of the scheduled live session using email and/or text. If Client fails to notify Coach of

cancellation, Client may be prohibited from participating in future live sessions. If notified within the allotted time frame, Client will be permitted to attend future live sessions.

### **Termination**

Either the Client or the Coach may terminate this Agreement at any time with seven days written notice. Client agrees to compensate the Coach for all coaching services, pdfs, and other materials sent by Coach rendered through and including the effective date of termination of the coaching relationship and to pay in full for any agreed upon coaching packages or programs even if cancellation occurs before the coaching package or program ends.

### **Limited Liability**

Except as expressly provided in this Agreement, the Coach makes no guarantees, representations or warranties of any kind or nature, express or implied with respect to the coaching services negotiated, agreed upon and rendered. In no event shall the Coach be liable to the Client for any indirect, consequential or special damages. Notwithstanding any damages that the Client may incur, the Coach's entire liability under this Agreement, and the Client's exclusive remedy, shall be limited to the amount actually paid by the Client to the Coach under this Agreement for all coaching services rendered through and including the termination date.

### **Entire Agreement**

This document reflects the entire agreement between the Coach and the Client, and reflects a complete understanding of the parties with respect to the subject matter. This Agreement supersedes all prior written and oral representations. The Agreement may not be amended, altered or supplemented except in writing signed by both the Coach and the Client.

### **Dispute Resolution**

If a dispute arises out of this Agreement that cannot be resolved by mutual consent, the Client and Coach agree to attempt to mediate in good faith for up to ten days after notice is given. If the dispute is not so resolved, and in the event of legal action, the prevailing party shall be entitled to recover attorney's fees and court costs from the other party.

### **Severability**

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If the Court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

### **Waiver**

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

### **Applicable Law**

This Agreement shall be governed and construed in accordance with the laws of the State of California without giving effect to any conflicts of law's provisions.

### **Binding Effect**

This Agreement shall be binding upon the parties hereto and their respective successors and permissible assigns.

DISCLAIMERS -

**Website Disclaimer:**

By entering Company website or purchasing or using my blog, e-mails, programs, courses, services, and/or products, you are agreeing to accept all parts of this disclaimer. Thus, if you do not agree to the disclaimer below, STOP now, and do not use my website, blog, e-mails, programs, courses, services, or products.

### **Not Medical Advice**

The information contained on my website or provided through my blog, e-mails, programs, services or products is not intended to be a substitute for professional medical advice, diagnosis or treatment that can be provided by your physician, therapist, licensed dietitian or nutritionist, or any other health care professional. I am not a medical health practitioner or mental health provider and I am not claiming to be in any way. I am not providing information, products, programs, or services that attempt to diagnose, treat, or cure in any manner whatsoever any disease, condition or other physical or mental ailment of the human body.

### **Consult Your Physician or Health Care Provider**

My intent is not to replace any relationship that exists, or should exist, between you and a medical doctor or other health care professional. Always seek the advice of your physician or another qualified health care professional regarding any questions or concerns you have about your specific health situation. Before implementing any suggestions, or information from my website, blog, e-mails, programs, products, and/or services, please contact your medical doctor. Do not disregard professional medical advice or delay seeking professional advice because of information you have read on this website or received from me. Do not stop taking any medications without speaking to your physician or health care professional. If you have or suspect that you have a medical problem, contact your health care provider immediately.

### **Evaluated by the FDA**

The information contained on my website or provided through this website, blog, e-mails, programs, videos, services, or products has not been evaluated by the Food and Drug Administration and is not intended to diagnose, treat, cure, or prevent any disease, or to be considered medical or psychological advice.

### **No Guarantees**

My role is to support and assist you in reaching your goals, but your success depends primarily on your own effort, motivation, commitment and follow-through. I cannot and do not guarantee that you will attain a particular result, and you understand that results differ by each individual. As with any health-related program or service, your results may vary, and will be based on many variables, including but not limited to, your actions, life experience, unique health situation, and level of commitment.

### **Client Stories**

I present real world experiences, examples, testimonials, photos, and insights about other people's experiences for purposes of illustration only. They are not intended to represent or guarantee that current or future clients will achieve the same or similar results. Rather, these client stories represent what is possible with my programs, services, and/or products. Each of these unique stories, and any and all results reported in these stories by our clients, are the culmination of numerous variables, some of which I cannot control.

### **Assumption of Risk**

This program and other content produced by this company is meant for those over the age of eighteen (18). If you are under the age of eighteen (18), please gain the consent of your governing parent prior to use of any program, course, content, etc. provided by this company. The Coach and this Company are not liable for any damages, perceived or other, by any person under the age of eighteen (18) or older. There could be unknown individual risks and circumstances that could arise during use of my programs, services and/or products that can influence or reduce results. I am not responsible for your personal actions or choices before, during or after any of my programs, services and/or products. You understand that any use of any product, recipe, suggestion, or recommendation is at your own risk, with no liability on my part. You accept full responsibility for your use, or non-use, of any information provided by mw through any means whatsoever. Your use, or non-use, of this information is at your own risk, and you

*absolve me of any liability or loss that you, or your family or children (if applicable) or any other person, may incur from your or their use or non-use of the information provided. If you have any concern, please consult a physician.*

*Although every effort is made to ensure the accuracy of published information on or through my website, blog, e-mails, programs, services and products, the information may inadvertently contain inaccuracies or typographical errors. I am not responsible for the views, opinions, or accuracy of facts referenced in my website, blog, e-mails, programs, services, and products. While every effort has been made to present you with the most accurate, up-to-date information, I am not responsible for the accuracy of my content.*

### **Release of Claims**

*I am not responsible in any way for the information that you request or receive through or on my website, blog, e-mails, programs, services and/or products. In no event will I be liable to any party for any loss or damages, including but not limited to direct, indirect, special, incidental, equitable or consequential damages, lost profits, personal or business interruptions, personal injuries, accidents, misapplication of information or any other loss, malady, disease or difficulty arising out of the use of or reliance on my website or blog, e-mails, programs, services, and/or products, even if I am expressly advised of the possibility of such damages or difficulties.*

### **No Warranties**

*I MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF MY WEBSITE, THE INFORMATION, CONTENT, MATERIALS, PROGRAMS, SERVICES, OR PRODUCTS INCLUDED ON THE WEBSITE. TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, I DISCLAIM ALL WARRANTIES; EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. I WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF MY WEBSITE INCLUDING, BUT NOT LIMITED TO, DIRECT, INDIRECT, INCIDENTAL, EQUITABLE, PUNITIVE AND/OR CONSEQUENTIAL DAMAGES.*

### **External Links**

*Reference or links in my website, blog, e-mails, programs, services or products to any other business or entity's information, opinions, advice, programs, services, or products do not constitute my endorsement or recommendation. I am not responsible for the contents of any web pages, companies or persons linked or referenced in this site.*

*By using my website, blog, e-mails, or any of my programs, services, or products, you implicitly signify your agreement to all parts of the above disclaimer.*

Please note: bootcamp policies and procedures are subject to change at the sole discretion of the Company and its main officer(s).