

Informed Consent and Liability Waiver Release

CLIENT AGREEMENT

This Client Agreement (the "Agreement"), dated purchase date (the "Effective Date"), is made by and between Erica Hoese (hereafter known as "Company" or "Coach" and [_____]), (hereafter known as "Client", and collectively, the "Parties").

WHEREAS, Coach provides personal training, nutritional consulting and confidence coaching. ("Services")

WHEREAS, Client wishes to retain Coach and accepts the terms and conditions set forth herein to provide such Services.

NOW THEREFORE, in consideration of the mutual covenants stated herein, the Parties agree as follows:

Client is voluntarily participating in the "She Is Fierce" [referred to as Program] an 8-week fitness program conducted by Erica Hoese [known as Coach] at Shape It Up Fitness. Client recognizes that the Program requires physical exertion that may be strenuous at times and may cause physical injury and is fully aware of the risks and hazards involved.

Client understands that it is their responsibility to consult with a physician prior to and regarding their participation in the above mentioned Program. Client represents and warrants that they have no medical conditions that would prevent them participation in the Program.

Client agrees to assume full responsibility for any risks, injuries, or damage known or unknown which they might incur as a result of participating in the Program. Such injuries may include, but are not limited to, heart attacks, muscle strains, muscle pulls, muscle tears, broken bones, shin splints, heat prostration, injuries to knees, injuries to back, injuries to foot, or any other illness or soreness, including death. Client knowingly, voluntarily, and expressly waives any claim that Client may have against Coach or Shape It Up Fitness for any injury or death caused by their negligence or other acts.

SERVICES

Coach agrees to provide personal training and nutritional consulting (herein referred to as the "Program"). Client agrees to abide by all policies and procedures as outlined in this agreement as a condition of their participation in the Program.

DISCLAIMER

Client understands Coach is not an employee, agent, lawyer, doctor, registered dietitian, psychotherapist, nutritionist, psychologist, or other licensed or registered professional. Coach will not act as a therapist providing psychoanalysis, psychological counseling or behavioral therapy. Client understands this Program will not; provide health care, medical or nutrition therapy services; or diagnose, treat or cure any disease, condition or other physical or mental ailment of the human body. Client understands if they should experience any such issues they should see their registered physician or other practitioner as determined by their own judgment.

If Client is under the care of a healthcare professional or currently uses prescription medications, they should discuss any dietary changes or potential dietary supplements use with their doctor, and should not discontinue any prescription medications without first consulting their doctor. Client understands that the information in this Program is NOT medical or nursing advice and is not meant to take the place of seeing licensed health professionals.

PROGRAM STRUCTURE

This Program is 8-weeks long starting on _____. Sessions are twice a week.

Before and after pictures will be requested and taken by Coach or Client.

Please be on time to all appointments. If you will be late, notify Coach in advance. If you will miss an appointment, notify Coach at least 12 hours in advance. Appointments missed without 12 hours notice will only be rescheduled at Coach's sole discretion. Be honest and participate fully. Recognize that our sessions are a safe place to look at what you really want, and what it will take to make it happen. Make a commitment to the action plans you create, and do what you have agreed to do. Understand that the power of the coaching relationship can only be granted by you and commit to making the relationship powerful. If you see that the coaching is not working as you desire, communicate and take action to return the power to the relationship.

TERM

This Program is 8-weeks long and begins on the purchase date (“Term”). Client understands that a relationship with Coach does not exist between the Parties after the conclusion of the Program. If the Parties desire to continue their relationship, a separate agreement will be entered into.

PAYMENT(S)

There are two options for payment. Client will pay upfront before the 8-weeks in full at \$297 or make two payments of \$174 (at the beginning of the 8 weeks and at the second 8 weeks - half-way through). Client will pay by check or through MindBody via, debit or credit card.

REFUNDS

Client is responsible for full payment of fees for the entire Program, regardless of whether the Client completes the Program. To further clarify, no refunds will be issued.

The Client also understands that any/all scheduled coaching calls and/or other benefits expire at the end of the this Program and will not be carried-over.

CONFIDENTIALITY

This Agreement is considered a mutual non-disclosure agreement. Both Parties agree not to disclose, reveal or make use of any information learned by either party during discussions, Or otherwise, throughout the Term of this Program (“Confidential Information”). Confidential Information includes, but is not limited to, information disclosed in connection with this Agreement, and shall not include information rightfully obtained from a third party. Both Parties shall keep all Confidential Information strictly confidential by using a reasonable degree of care, but not less than the degree of care used by it in safeguarding its own confidential information. Both Parties agree that any and all Confidential Information learned as of the Effective Date shall survive the termination, revocation, or expiration of this Agreement.

COMPELLED DISCLOSURE OF CONFIDENTIAL INFORMATION.

Notwithstanding anything in the foregoing, in the event that Client is required by law to disclose any of the Confidential Information, Client will (i) provide Company with prompt notice of such requirement prior to the disclosure, and (ii) give Company all available information and assistance to enable Company to take the measures appropriate to protect the Confidential Information from disclosure.

NON-DISCLOSURE OF COMPANY MATERIALS

Materials given to Client in the course of Client's work with the Company is proprietary, copyrighted and developed specifically for Company. Client agrees that such proprietary material is solely for Client's own personal use. Any disclosure to a third party is strictly prohibited.

PHOTO/VIDEO RELEASE

Client understands that Company may take photos and/or videos of Program participants during program activities and events for the purpose of publication, promotion, illustration, advertising, or trade in any manner or medium. Client grants permission to Company to use statements during an interview or elsewhere with or without Client's name for the purpose of advertising and publicity without restriction. Client waives their right to any compensation.

NON-DISPARAGEMENT

Client shall not make any false, disparaging, or derogatory statement in public or private regarding Company, its employees, or agents. Company shall not make any false, disparaging, or derogatory statements in public or private regarding Client and its relationship with Company.

CLIENT RESPONSIBILITY; NO GUARANTEES.

Client accepts and agrees that Client is 100% responsible for its progress and results from the Program. Coach will help and guide Client; however, participation is the one vital element to the Program's success that relies solely on Client. Coach makes no representations, warranties or guarantees verbally or in writing regarding Client's performance. Client understands that because of the nature of the program and extent, the results experienced by each client may significantly vary. By signing below, Client acknowledges that there is an inherent risk of loss of capital and there is no guarantee that Client will reach its goals as a result of participation in the Program and Coach's comments about the outcome are expressions of opinion only. Coach makes no guarantee other than that the Services offered in this Program shall be provided to Client in accordance with the terms of this Agreement.

Client has read the above waiver and release of liability and fully understand its contents. Client voluntarily agrees to the terms and conditions stated above.

_____ **Date:** _____
Client Signature

Client Name: _____

Coach Name: _____

Coach Signature: _____