

Sustainable Health & Fitness

Program Agreement

During the next 12 weeks we will be working together to transform your body, achieve your goals, and shift your mindset about health and fitness. This document explains the details of the program. If you have any questions, please do not hesitate to ask.

This agreement is entered today between the Coach, Erin Jackson, and the client (named below).

The program in which you are about to enroll in will include the following.

Description of Services

1. Nutrition

Custom macronutrients and adjustments as needed. This includes app integration with My Fitness Pal, meal ideas, and guidance on how to adhere to the plan.

2. Training

A customized training plan. Your initial training phase is 3 – 4-week blocks. Adjustments will be made as needed to provide progressive overload to fit the client’s schedule and goals. Exercise, sets, reps, and intensity will clearly be defined.

3. Cardio

A customized cardio plan. Adjustments will be made as needed to meet the client’s goals.

4. Communication

We have the ability to communicate via email, fitness app messaging, and Voxer voice memos. Advice for nutrition, training, lifestyle, and mindset will be responded to within 24 hours. Weekly check-ins via email or app messaging to assess the program and make adjustments to training, nutrition, and cardio as needed to meet the client’s goals and schedule. Included in this check-in is a discussion of your progress, struggles, and coaching recommendations.

Client Responsibility

As your Coach it is my job to help you improve your physique, knowledge, lifestyle, and mindset. To do this you must follow the program I send you and provide me with the necessary updates and check-ins.

Submit your check in form and all of your training, nutrition, cardio logs, and progress photos by check in day each week.

Do I have your permission to share your transformation photos on my website or social media while working together and after completion of the program with your face blocked out?

Yes _____ No _____

Payments & Refunds

The Client understands that he/she is responsible for the agreed upon rate of services for 12 weeks.

After the 12 weeks, the client will have the option to continue training based on an agreed upon rate between the Coach and Client.

Actual payment terms vary and will be indicated below. You agree to pay the purchase price and not to cancel this transaction with your bank or credit card company.

The Coach is not responsible for any overdraft charges, over limit charges, or NSK fees by your bank or credit card company. Fees for services may be prepaid. Missed payments may result in suspension or termination of services.

If after 10 days from a missed payment you have not made arrangements with the Coach to make up the payment, your services will be canceled, and no fees will be refunded. Specific results from the program are based on the use of the services.

The Coach makes no representations or warranties as to specific outcomes or results. The Coach cannot guarantee that you will become or remain happy, rich, health, or successful as that is based on the individual taking action.

In the event of the Client's absence, withdrawal, or non-participation in the program for any reason whatsoever, the Client will remain responsible for the full amount paid with no refund.

The Coach reserves the right to cancel the program if at any point she feels it is not advantageous for the program to continue. If this happens, the Client is only responsible for the pro rata share of the coaching services received. This Agreement will stay in force and effect until the end of the term indicated above.

Failure to pay required fees may result in the Coach terminating the Agreement prior to the end of the term, and discontinuing your access to Services.

Disclaimer & Medical Waiver

The Client understands that the role of the Health Coach is not to prescribe medication, test levels in the body, provide licensed health care, medical services, or to diagnose, treat, or cure any medical disease, condition or other physical or mental diagnosed ailment of the human body. Rather, the Coach is a mentor and guide who has been trained in fitness and nutrition coaching to help sustainable lifestyle changes based on the program provided.

The Client understands that any advice given by the Coach is not meant to take place of advice by these professionals but instead to be an alternative or a complimentary treatment. If the Client is under the care of a healthcare professional or currently uses prescription medications, the Client should discuss any dietary changes or potential dietary supplement use with his/her doctor and should not discontinue any prescription medications without first consulting his/her doctor.

The Client has chosen to work with the Coach and understands that the information received should not be seen as medical or nursing advice and is not meant to take the place of seeing a licensed health professional for issues that need immediate care.

Agreement and Release of Liability in consideration of being allowed to participate in the activities and programs and online coaching services offered by Sustainable Health & Fitness, and to use its programs and training, in addition to the payment of any fee or charge, I do hereby waive, release and forever discharge and hold harmless Sustainable Health & Fitness and its consultants, officers, agents, and employees from my participation in any activities, or my use of any programs or online coaching services designed by Sustainable Health & Fitness.

I do also hereby release Sustainable Health & Fitness and its consultants, officers, agents and employees from any responsibility or liability for any injury, damage, or disorder (physical, metabolic, or otherwise) to myself or in any way arising out of or connected with my participation in any activities with Sustainable Health & Fitness. I understand and am aware that strength, flexibility and aerobic exercise, including the use of equipment are a potentially hazardous activity. I also understand that fitness activities involve a risk of injury and even death, and that I am voluntarily participating in these activities and using equipment and machinery with knowledge of the dangers involved. I hereby agree to expressly assume and accept any and all risks of injury or death related to said fitness activities. In addition, I certify that I am 18 years of age or older.

I do hereby further declare myself to be physically sound and suffering from no condition, impairment, disease, infirmity or other illness that would affect nutrient metabolism or prevent my participation or use of equipment or machinery except as hereinafter stated. I do hereby acknowledge that Sustainable Health & Fitness has recommended to me that I obtain a physician's approval for my participation in an exercise/fitness activity or in the use of exercise equipment and machinery.

I also acknowledge that Sustainable Health & Fitness has recommended that I have a yearly or more frequent physical examination and consultation with my physician as to physical activity, exercise, and training equipment so that I might have her recommendations concerning these fitness activities and equipment use.

I acknowledge that I either had a physical examination and been given my physicians permission to participate, or that I have decided to participate in activity and use of equipment, machinery, and programs designed by Sustainable Health & Fitness without the approval of my physician and do hereby assume all responsibility for my participation and activities, and utilization of equipment and machinery in my activities. Sustainable Health & Fitness diet/training programs are not meant to treat or manage any health condition.

Always consult with your healthcare provider prior to adjusting your current style of eating or beginning any new diet and/or training plan. In addition, I hereby represent and warrant that I am currently covered by an accident and health insurance policy.

Confidentiality

The Coach will keep the Client's information private and will not share the Client's information to any third party unless compelled to by law.

The Services

Your purchases may include different components, including e-books, videos, audio tracks, manuals, self-study programs, webinars, coaching, training courses, voice messaging, and/or other products and services. You agree not to share login information; call in numbers, passwords, PDF's, and protected links with anyone unless noted by the Coach.

Arbitration, Choice of Law, and Limited Remedies

In the event that there ever arises a dispute between Coach and Client with the respect to the services provided pursuant to this agreement or otherwise pertaining to the relationship between the parties, the parties agree to submit to binding arbitration before the American Arbitration Association (Commercial Arbitration and Mediation Center for the Americas Mediation and Arbitration Rules).

Any judgement on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Such arbitration shall be conducted by a single arbitrator. The sole remedy that can be awarded to the Client in the event that an award is granted in arbitration is refund of the Program Fee. Without limiting the generality of the foregoing, no award of consequential or other damages, unless specifically set forth herein, may be granted to the Client.

This Agreement shall be construed according to the laws of the State of California. In the event that any provision of this Agreement is deemed unenforceable, the remaining portions of the Agreement shall be severed and remain in force. If the terms of this Agreement are acceptable, please sign the acceptance below. By doing so, the Client acknowledges that: (1) he/she has received a copy of this letter Agreement; (2) he/she has had an opportunity to discuss the contents with the Coach and, if desired, to have it reviewed by an attorney; and (3) the Client understands, accepts and agrees to abide by the terms hereof.

SINGLE PERSON: The Best Me Is Yet To Be 12 Week 1:1 Coaching Program

Client Name: _____ Client Signature: _____ Date: _____

Coach Name: _____ Coach Signature: _____ Date: _____