



WE ALL FIT LIVE FITNESS BOOTCAMP AGREEMENT

This Course Agreement (the “**Agreement**”) is entered into On Date Of Purchase (the “**Effective Date**”), by and between We All Fit Ltd (the “**Business**”) and The Named Customer / Participant of The Course, (the “**Client**”), collectively “the **Parties.**”

Purpose of Agreement: The purpose of this Agreement is to develop a professional coaching relationship between the parties in order to cultivate the Client’s personal, professional and/or fitness goals and create a plan to carry out those goals through stimulating and creative interactions with the ultimate result of maximising the Client’s personal and/or professional potential (“**Coaching Services**”).

1. **Coaching Schedule.** The Parties agree that the Fitness Bootcamp is Self Learnt through paid access to the We All Fit LIVE Sessions on the Coaches chosen Online Platform through linking on The We All Fit Network. A We All Fit Coach will be available by Agreed Method in between scheduled sessions.

2. **Coach-Client Relationship – Duties & Responsibilities.** A business and/or life coaching relationship is a partnership between two or more individuals or entities. This relationship is not a legal partnership, instead more like a teacher-student or coach-athlete relationship. Each party must uphold their obligations for the coaching relationship to be successful.
 - A. Coach agrees to maintain the ethics and standards of behaviour established by the International Coach Federation (IFC), an internationally recognised standard for coaching.
 - B. Client agrees to communicate honestly, be open to feedback and suggestions, and to fully engage and devote himself/herself to the coaching process.
 - C. Client acknowledges and agrees that coaching is a comprehensive process that may explore different areas of his/her life, including overall health, fitness, nutrition, lifestyle and relationships, but it is ultimately the Client’s decision how he/she incorporates coaching into each aspect of life.
 - D. Client is solely responsible for implementing the techniques discovered through coaching.

5. **Confidentiality.** This coaching relationship, as well as all information (physical or verbal) that the Client shares with the Coach as part of this relationship, is bound by the principles of confidentiality set forth in the ICF Code of Ethics. The Coach agrees not to disclose any information pertaining to the Client without the Client's written consent. **BE ADVISED:** the Coach-Client relationship is not a relationship protected by legal confidentiality (like doctor-patient or attorney-client). As such, the Coach could be required to divulge otherwise confidential information to authorities.
6. **Cancellation Policy.** Client agrees to notify Coach **24** hours in advance of any scheduled one to one session that he/she needs to cancel. Coach reserves the right to charge Client for the scheduled one to one session for a missed/canceled meeting.
7. **Termination of Agreement.** Either party may terminate this Agreement at any time. There will not be a refund issued for termination of agreement.
8. **Limited Liability.** 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. Client agrees that the Coach is not liable or responsible for any actions or inactions, or for any direct or indirect result of any services provided by the Coach.
9. **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.
10. **Dispute Resolution and Legal Fees.** In the event of a dispute arising out of this Agreement that cannot be resolved by mutual agreement, the Parties agree to engage in mediation. If the matter cannot be resolved through mediation, and legal action ensues, the successful party will be entitled to its legal fees, including, but not limited to its attorneys' fees.

11. **Legal and Binding Agreement.** This Agreement is legal and binding between the Parties as stated above. This Agreement may be entered into and is legal and binding both in the United States and throughout Europe. The Parties each represent that they have the authority to enter into this Agreement.

12. **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 enforceable, 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.

13. **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.

14. **30 Day Money Back Guarantee.** In the event of a participant claiming the Money Back Guarantee the following must be provided to action refund of funds:

Proof of course participation & completion in its entirety | Completed Fitness Tests & Results to show no progress | Proof of Purchase | Written letter to We All Fit Director stating why you believe you are eligible for the Money Back Guarantee.

The Guarantee will be decided upon by We All Fit Director & Secretary based on the information a Client provides.

[ACKNOWLEDGMENTS TO APPEAR ON THE NEXT PAGE]

The Parties agree to the terms and conditions set forth above as demonstrated by continuing the purchase of this course.

“BUSINESS”

Approved By : **Danielle L Yon.**

Secretary of We All Fit Ltd

Date: **01 December 2020**

A handwritten signature in black ink, appearing to read 'D. Yon', is centered within a light gray rectangular box. The signature is fluid and cursive, with a large initial 'D' and a trailing flourish.