TERMS AND CONDITIONS, DISCLAIMER, AND RELEASE

These Terms and Conditions, Disclaimer, and Release are applicable to all programs provided by and sold by Bodywork Health and Fitness LLC and any partner companies, their owners/members, family, heirs, executors and all others acting on their behalf (the "Released Parties")

Disclaimer

As a Participant in any Program provided by the Released Parties, you agree that you are using your own judgment in using the information provided on and through this Program, Product or Service, which is done at your own risk. You also agree to our full Disclaimer.

Your use of any information or materials through our Programs, Products or Services accessible on or through this Website or otherwise is entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to discern the risks of using any of our Programs, Products or Services. You assume responsibility for your choices, actions, use or nonuse of any of the information in our Programs, Products and Services, and you acknowledge that you are using, or not using, a Program, Product or Service at your own risk.

We explicitly state that the information provided to you in our Programs, Products, or Services are not diagnosing or treating a physical or mental health problem or disease, or prescribing medication, or other treatment in any way whatsoever. We are not, and we are not holding ourselves out as, a doctor, medical health practitioner, psychologist, therapist, licensed nutritionist, registered dietician, financial consultant, or religious clergy member, and we make no claims in this regard.

Nothing contained in the Program, Product or Service is intended to be a substitute for the medical diagnosis or treatment that can be provided by your physician, mental health provider, or another qualified health care professional. You always should seek the advice of your physician, mental

health provider, or another qualified health care provider regarding any specific medical condition pertaining to you.

We cannot and do not guarantee that you will attain a particular result, and you accept and understand that results differ for each individual.

We also expressly disclaim responsibility in any way for the choices, actions, results, use or non-use of the information provided or obtained through any of our Programs, Products or Services that they purchase directly from you.

You acknowledge that we have not and do not make any representations as to the health, physical, mental, emotional, and spiritual or health benefits, as a result of your participation in this Program, Product or Service.

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whether caused by negligence, breach of contract, or otherwise, even if foreseeable.

RELEASE:

You acknowledge and take full responsibility for your life and well-being, as well as the lives and well-being of your family (where applicable), and all decisions made during and after the Program. In furtherance and not in limitation of the foregoing, you hereby and forever waive, release and discharge all Released Parties from any and all claims or liabilities for injuries or damages to your person and/or property or that of your family (where applicable), including those caused by negligent act or omission of any of those mentioned or others acting on their behalf, arising out of or connected with your participation in the Program or in connection with services provided by me or the Released Parties.

LEGAL ITEMS:

This Agreement may not be modified without the prior written consent of Client and Coach. The waiver by either party of a breach, right or obligation shall not constitute a waiver of any other or subsequent breach, right or obligation. If any provision of this Agreement is found to be invalid or unenforceable for any reason, the remainder of this Agreement shall remain in full force and effect. This Agreement sets forth the entire agreement between the parties and supersedes all prior proposals, agreements and representations between the parties, whether written or oral, regarding the subject matter herein. Neither party may assign this Agreement without the prior written consent of the other party. This Agreement shall be binding upon and shall benefit the parties and their respective successors and permitted assigns. Except as provided to the contrary herein, those provisions of the Agreement that by their nature and context are intended to survive the termination of this Agreement, shall survive any termination of this Agreement. This Agreement shall be construed and interpreted in accordance with the laws of the state in which the Coach resides without reference to its conflict of law provisions, and with the same force and effect as if fully executed and performed therein. Each Party hereby consents to the exclusive personal jurisdiction of the State and Federal Courts where the Coach resides, and acknowledges that venue is proper only in such courts.

All materials provided as part of the Program are **considered the property of Bodyworks Health and Fitness LLC and will be used by the participant only and not reproduced or shared with anyone else in any form as covered by copyright laws.**

By signing up to participate in any program offered by the Released Parties you acknowledge that: (1) you have received no guarantee regarding any/all results you may or may not achieve by your participation in the Program(2) you agree to all the terms, conditions, disclaimer and liability release as stipulated in this document (3) you are participating in this program voluntarily and are responsible for your results.

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