

**Trailblazer Wellness LLC**  
**COACHING SERVICES AGREEMENT (the “Agreement”)**

**Client Information**

**Client Name:**

**Service Purchased:** Colorado Sojourn 14er Hike Training Program

**Investment: \$875** (hereinafter referred to as the “Investment”).

This Agreement is made effective as of the date of your signature by and between Becki Rupp, health coach for Trailblazer Wellness (hereinafter referred to as the “Coach”) and the Client who has submitted this form (hereinafter referred to as the “Client”). The Client and the Coach will collectively be referred to herein as the “Parties”.

The Parties hereby agree to the following:

**1. Program/Service Description: Colorado Sojourn 14er Hike Training Program**

Coaching Calls: biweekly for up to 60 minutes from June 11 through September 10, 2021

Support: response to email and text questions within 48 hours during weekdays

**2. Payment**

The Client will pay the Investment pursuant to the following terms: pay before the first coaching appointment, via credit card (processed via PayPal or Swipe) or check.

**3. Refund Policy**

The Coach will do everything within her ability to ensure the Client’s satisfaction with the Program. The Coach expects that the Client will do the same. Refunds will not be issued for coaching services already conducted. If, for any reason, the Coach is unable to fulfill her obligations to the Client, the Client will be refunded in full for any part of the Program paid for but not yet rendered.

**4. Client Commitments**

The Client agrees to the following as part of the Program:

- A. The Client shall participate fully in the Coaching Calls, and any other part of the Program, to the best of his/her ability. Please remove or avoid potential distractions before the call, such as emails, texts and eating.
- B. The Client shall immediately inform the Coach of any issues or difficulties he/she may have with the Program.
- C. The Client shall follow the Cancellation and Reschedule policy outlined in section 7 of this agreement.
- E. The Client may share a success or a problem with the Coach at non-coaching times via email Becki@trailblazerwellness.com or via text at 720-308-8000.
- F. The Client may request to speak with the Coach in between sessions. Please text the Coach to arrange a time. The Coach will not bill calls under 10 minutes. If the discussion requires more time, the Coach will suggest booking an appointment.
- G. The Client shall complete payment of the Investment according to the Terms herein.

**5. Coach Commitments**

The Coach agrees to the following as part of the Program:

- A. The Coach shall participate fully and intently in the Coaching Calls, and any other part of the Program, to the best of her ability.

- B. The Coach will support the Client to the best of his/her abilities in accordance with Section I of this Agreement.
- C. The Coach will respond to emails within 48 hours during weekdays.
- D. The Coach will abide by the Cancellation and Reschedule policy outlined in section 7 of this agreement.
- F. The Coach is not a psychotherapist and will not give you advice, although the Coach may make suggestions that the Client is free to consider, use, or not use.
- G. The Coach will not, at any time, either directly or indirectly, use any information disclosed by the Client for the Coach's own benefit, nor will the Coach disclose or communicate, in any manner, any information to a third party about the Client. The Coach will not divulge that the Parties are in a coaching relationship without your express permission.
- H. The Coach agrees to conduct the Coaching Calls/Sessions by phone or video via the Internet, based on the Client's preference.

## **6. Disclaimer**

The Client understands that the Coach is a certified health and wellness coach. The Coach is not a nutritionist, dietitian, therapist, psychotherapist, psychologist or licensed medical professional, and therefore the Client needs to discuss and clear any and all changes to the Client's lifestyle, food intake, exercise regimen, or medical treatment with his/her physician before implementing changes or habits discussed with the Coach.

The Client confirms that s/he has or will discuss any and all changes to his/her diet, exercise regimen, supplements, medications, or lifestyle with his/her physician or qualified medical professional before implementing any changes, additions, or alterations to his/her lifestyle. The Client understands that the Coach is not a nutritionist, dietitian, physician, medical professional, and/or a psychotherapist or psychologist.

Further, the Coach has not promised, nor shall she be obligated to: (1) provide anyone with dietary or nutrition guidance, including but not limited to discussions about specific dietary plans (e.g. Keto, Paleo, etc.) or dietary supplements; (2) act as a therapist by providing psychological counseling, psychoanalysis or behavioral therapy, (3) assist anyone with a serious medical condition to resolve, manage, or improve that medical condition, and/or (4) assist anyone not under the care of a physician or medical professional while implementing healthy changes in his/her life.

## **7. Cancellations & Rescheduling Appointments**

If you are unable to keep an appointment that we have, please provide 24-hour notice to the Coach. The Client can reschedule his/her appointment by email or using the Practice Better portal. If the Client wishes to terminate the coaching agreement, please provide at least 1 week notice. The Coach will also abide by these timelines should she need to reschedule or cancel appointments.

## **8. Limitation of Liability**

Notwithstanding anything to the contrary contained herein, the Client's sole and exclusive remedy for negligence, failure to perform, or breach by the Coach hereunder shall be a refund of the amount paid but not earned on the Agreement. IN NO EVENT SHALL THE COACH BE LIABLE TO THE CLIENT FOR ANY INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES.

## **9. Indemnification**

Client agrees to indemnify and hold harmless the Coach, Trailblazer Wellness, LLC, and its agents, employees, representatives, successors and assigns from all direct and third party claims, losses,

expenses, fees, including attorneys' fees, costs, and judgments that may be asserted against Trailblazer Wellness, LLC or the Coach, by any third parties that result from the errors, negligence, acts, and/or omissions of the Client and/or the Coach.

**10. ARBITRATION**

Any controversy or claim between the Parties shall be settled by arbitration before a single, mutually agreed upon arbitrator under the then current rules of the American Arbitration Association ("AAA"). If the Parties cannot agree upon an arbitrator, then each party shall appoint one arbitrator and then both arbitrators, in turn, shall appoint a third neutral arbitrator to hear the matter. The decision and award of the arbitrator shall be final and binding and the award so rendered may be entered in a state court of Colorado. The arbitration hearing shall be held in the state of Colorado. Each party shall pay its own costs and expenses related to the arbitration, and shall split the cost of the arbitrator equally. The arbitrator will have no authority to award punitive or other non-compensatory damages to either party. No damages excluded by or in excess of any damage limitations set forth in this Agreement shall be awarded. The sole remedy for the Client shall be a refund of any amount paid to the Coach.

**11. Entire Agreement**

This Agreement contains the entire agreement between the Parties. There are no other promises or conditions in any other agreement (oral or written) between the Parties.

**12. Severability**

The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any provision shall not affect the validity and enforceability of any other provision hereof. If any Section, subsection, sentence, or clause of this Agreement shall be adjudged illegal, invalid, or unenforceable, such illegality, invalidity, or unenforceability shall have no effect on the Agreement as a whole or on any Section, subsection, sentence, or clause hereof not expressly so adjudged.

**13. Applicable Law**

This Agreement shall be governed by the laws of the state of Colorado.

**I HEREBY CERTIFY THAT I, THE CLIENT, HAVE READ AND AGREED TO THE AGREEMENT AS STATED ABOVE.**

As agreed to by:

\_\_\_\_\_  
[CLIENT NAME]

\_\_\_\_\_  
Date

\_\_\_\_\_  
Becki Rupp (on behalf of Trailblazer Wellness LLC)

\_\_\_\_\_  
Date

[END OF AGREEMENT]