

We are excited that you have decided to join our live event! We look forward to seeing you in person!

Please read this information carefully. The purpose of this Agreement is to set forth the details about the event so that we both are clear as to what each of our respective roles are and how our communication will take place so that our time will be positive and productive.

This Agreement is being made between ImproveU Solutions, LLC and you, the client. ("Client"). We both legally agree to the following:

Event Description E&S Live (If applicable):

- · Two workouts
- · Snacks and water provided
- Swag available for purchase
- · Discounts

Event Description Workshop (If applicable):

- Guidance and coaching by Erin and Sarit
- · Catered Lunch will be provided

Event Description Bonus Mastermind Day (If applicable)

- · Semi Private Beach Workout
- Semi Private Brunch Mastermind with Erin & Sarit

Event Description Bonus for VIPs that purchase by the end of August (If applicable)

· Semi Private Dinner with Erin & Sarit

Expectations.

During your live event experience, you can expect that as your Coach we will:

- Come prepared.
- Devote my full attention to the group during our time together.
- Serve as your guide and supporter.
- Educate you to the utmost of my potential as a Nutrition and Fitness Professional
- Stretch you outside of your comfort zone.
- Offer support, encouragement, feedback, and guidance.

We expect that you as the attendee will:

- Show up without distractions.
- Give 100% of your effort and fully commit to the event.
- Come fully prepared for our time together.
- Use your best efforts to complete all activities and action steps.
- Promptly provide payment for the event.
- Be open to new ideas and willing to stretch and grow.
- Ask any questions you may have as they arise.

Communication.



Contacting Us: We are attentive to our clients along with our team. Please contact us by e-mail at support@erinandsarit.com or find a team member in person. We will provide you with answers as soon as possible.

**Refund Policy:** It is our intention for you to be happy with your experience at the event. However, because we have invested considerable time and effort in your Program, Education, and Success, if you decide to withdraw at any time for any reason, you are still fully responsible for making your program payment and no refunds will be provided.

## Confidentiality:

Confidentiality is important to us. Your Coach agrees to treat all information shared during the Event as private and confidential. We will not disclose any information that you share during the Program to anyone else unless: (1) they have a legitimate reason to know such information as a member of my team or staff, (2) when required by law, or (3) you have given me prior permission. Please note that when you comment/speak during the event, you are making comments that may be heard by other participants at the event, and therefore we are not liable in any way for the voluntary disclosure of information by you to other participants within or outside of the Event.

### **Intellectual Property Rights:**

We retain all ownership and intellectual property rights to the Event content and materials provided to you through the Event, including all copyrights and any trademarks belonging to us. The Event content and materials are being provided to you for your individual use only and with a single-user license which means that you are not allowed or authorized to share, copy, sell, post, distribute, reproduce, duplicate, trade, resell, exploit, or otherwise disseminate any portion of the Event material or Program materials, electronically or otherwise, for business or commercial use, or in any other way that earns you money, without my prior written permission.

### Personal Responsibility, Disclaimer & Release of Claims:

Personal Responsibility & Assumption of Risk:

You acknowledge that you take full responsibility for your choices, actions, decisions, and results in regards to your life and business affairs before, during, and after this event, and you knowingly assume all of the risks of the Event-related to your use, misuse, or non-use of the Event activities or any of the Event materials. Decisions to move



in a certain direction as a result of coaching are for you to make, not the Coach. You agree to be mindful of your own well-being during the course of this Event and you understand and agree that you are solely responsible for your results.

#### Disclaimer:

We have used care in preparing the information provided to you, but this Event and our Event materials are being provided as self-help tools for your own use and for informational and educational purposes only. There are many factors that influence results, so no guarantees can be made as to the results you will experience through this Event. You agree that we are not responsible for your physical, mental, emotional, and spiritual health, for your financial earnings or losses, or for any other result or outcome that you may experience through this Event. We and our team of coaches are not professional therapists, psychotherapists, or licensed health care providers, or holding ourselves out to be. You understand that coaching is not advice-giving, psychotherapy, or counseling, and nothing related to this event is intended to be considered medical, mental health, legal, financial, or religious advice in any way. You agree to seek these or other professional services at your own discretion if needed. For specific questions related to a medical or mental health situation, consult your own medical or mental health professional. For specific questions related to your financial, legal, or tax situation, consult your own attorney, accountant, and/or financial advisor. For specific questions related to religion, spirituality, or faith, consult your own clergy member or spiritual healer. Do not start or stop taking any medications because of anything you have read or received through this program. Any recommendation of any program, products, and service is simply offered for educational purposes, and you need to check with your own medical professional before using any of these products on, in, or near your body in any way. You understand that the Coach makes no guarantees or warranties, expressed or implied, about the performance of this Program or any results to be achieved

# Limitation of Liability, Indemnification, and Release of Claims:

You agree not to hold anyone on the ImproveU staff responsible in any way for the information that you request or receive through this Event, including my services, products, and Event materials and any other information you have received from or through the Coach related to this Event. You agree that you and your heirs, successors, executors, administrators, or other assignees fully and completely hold harmless, indemnify and release the Coach from any and all liability, damages, causes of action, allegations, suits, sums of money, claims, and demands whatsoever, in law or equity, that you ever had, now have or may claim to have against the Coach in the future that



may arise from your participation in the Event, including all services, products, and Event Materials, to the extent permitted by applicable law. You agree to hold the Coach free of all liability and responsibility for any actions or results for adverse situations created as a direct or indirect result of specific recommendations given to you by your Coach. I hereby elect to voluntarily participate in said activity, and to enter the above-named premises and engage in such activity knowing that certain risk of harm are or may be inherent in the various activities contemplated herein and that the activity may be hazardous to me and my property. I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH, that may be sustained by me, or any loss or damage to property owned by me, as a result of being engaged in such an activity, WHETHER CAUSED BY THE, including but not limited to, SOLE, CONTRIBUTORY OR GROSS NEGLIGENCE OF RELEASEES or otherwise.

### Other Important Terms.

#### Termination:

If either of us wants to terminate the Agreement at any time, even after termination by either of us, all of the terms of this Agreement, including all of the Investment, Refund Policy, and Intellectual Property terms will still apply to both of us now and in the future.

#### Notice:

All correspondence or notice required regarding the Event shall be made to ImproveU by email at support@erinandsarit.com.

#### Client – Coach Relationship:

The client and coach relationship is an essential component to this Event. However, if a coach or client feels as though the relationship has gone past a professional boundary, they have the right to terminate the agreement at any time.

Relationships, romantic in nature, are strictly prohibited between ImproveU employees and clients. This agreement will be terminated if it is determined that professional boundaries have been crossed.

#### **Entire Agreement, Assignment, Survivability and Waiver:**

This Agreement contains our entire agreement. This Agreement may be modified or amended at any time as long as the amendment is in writing and signed by both of us. You may not assign your rights or obligations under this Agreement to anyone else, and the obligations under this Agreement shall survive indefinitely unless otherwise stated in



this Agreement. If we choose to waive or not enforce one or more terms of this Agreement, it does not in any way limit my right to later enforce every part of this Agreement.

## **Governing Law:**

This Agreement shall be construed according to the laws of the State of Florida without regard to conflicts of law.

## **Dispute Resolution:**

Should we ever have any differences, it is hoped that we could work them out amiably through e-mail correspondence. However, if we are unable to seek resolution in 14 days, we agree now that that the only method of legal dispute resolution that will be used is binding arbitration before a single arbitrator, jointly selected by both of us, unless we both agree otherwise in writing. You understand and agree now that the only remedy that can be awarded to you through arbitration is the full refund of your Payment made to date. No other actions or financial awards of consequential damages, or any other type of damages may be granted to you. We both agree now that the decision of the arbitrator is final and binding, and may be entered as a judgment into any court having the appropriate jurisdiction. You also agree that should arbitration take place, it will be held in Broward County in the State of Florida where my principal place of business is located, and the prevailing party shall be entitled to all reasonable attorneys' fees and all costs necessary to enforce the decision of the arbitrator.

#### Non-Disparagement:

You agree to not publicly or privately make any negative or critical comments about the Event, the business (ImproveU Solutions, LLC), any team member, Erin, or Sarit, or to communicate with any other individual, company or entity in a way that disparages the Event or harms my reputation in any way, including on social media. In arbitration or when required by law, of course, you are not prohibited from publicly sharing your thoughts and opinions.