

By purchasing this and submitting your information you agree to the following statement: "I authorize Level Up Wellness, LLC (DBA LevelUp Macros), or agent, to charge my credit card the first month and each month after for 4 months minimum. If my credit card payment is declined my membership may be canceled immediately and I will be responsible for a processing fee of \$50 paid by an alternate method". To cancel your membership after 4 months you can contact us directly by emailing leveluperica@gmail.com and request cancellation.

Level Up Wellness, LLC will make electronic funds transfer from the account or card that Level Up Coaching has on file for the payment of any and all fees and costs contained in this agreement.

Level Up Coaching accepts most credit and debit cards. Level Up Coaching is not a healthcare provider and does not work with health insurance companies for any form of reimbursement to the Client for coaching services.

By submitting payment, you agree to the terms and conditions set forth in the Level Up Wellness, LLC contract. Level Up Wellness, LLC and Erica L. Varble will not be held responsible or liable for any claims made against Level Up Wellness, LLC, Level Up Macros, or Erica L. Varble.

Refund Policy

Due to the nature of the services provided by Level Up Wellness, LLC, we cannot offer full refunds. If your service has not yet been rendered, refunds may be considered. **If the [service you purchased] has already been completed by Level Up Wellness, LLC, refunds cannot be issued.** Payment is not contingent on outcomes of the Program. Success in the Program will be a result of time and effort committed by the client.

Once your subscription to Macro Coaching begins, you are not eligible for a refund for any payments already made. Macro Coaching program has a minimum 3-month commitment period in which there will be no refunds offered. After the 90-day initial commitment, if you no longer wish to continue your subscription, you may cancel your subscription by notifying Level Up Wellness, LLC via email message to leveluperica@gmail.com. Cancellation requires a 30-day notice. You will retain access to your benefits until the end of the period that has been paid.

Informed Consent

I understand that the LevelUp Macros Nutrition & Fitness Program and Personalized Coaching is an individual coaching program administered online through Level Up Wellness, LLC. Coaching will provide information and guidance about my diet, nutrition, exercise, and lifestyle. By signing and agreeing to partake in Level Up Wellness, LLC and LevelUp Macros Nutrition & Fitness coaching services and related activities, I agree to release Erica L. Varble AND Level Up Wellness, LLC from liability due to my participation. In agreeing to this coaching program, I, the client: • acknowledge that my participation is completely voluntary. • agree to disclose any health issues or medications. • understand the potential physical risks involved in the exercise program, including minor or major injuries, and even death may occur and believe that the potential benefits outweigh those risks. • understand to cease exercise immediately if I experience unusual discomfort and feel the need to stop. • understand that Erica L. Varble (and our team of coaches) are health, fitness, and nutrition educators that do NOT dispense medical advice nor prescribe treatment, but rather provide education and guidance to enhance my knowledge related to health, food, exercise, and living a healthier lifestyle. I understand

coaching is NOT a substitute for the diagnosis, treatment, or care of disease by a medical provider. Waiver: In consideration of using the services of Level Up Wellness, LLC and Erica L. Varble, on behalf of myself, my heirs, personal representatives, or assigns, I do hereby release, waive, discharge, and covenant not to sue Level Up Wellness, LLC, Erica L. Varble, its owner, officers, employees, volunteers, and agents, from liability from any and all claims arising from the ordinary negligence of Level Up Wellness, LLC or Erica L. Varble or any of the aforementioned parties. This agreement applies to personal injury (including death) from accidents or illnesses arising directly or indirectly from participation in activities directed, suggested, or planned by Level Up Wellness, LLC and Erica L. Varble including, but not limited to, organized activities, instruction, observation, related activities in a non-supervised setting. I also agree to hold harmless and indemnify Level Up Wellness, LLC and Erica L. Varble, its owner, officers, employees, volunteers, agents, and insurance carriers from all claims (whether initiated by me or by a third party). I further agree to pay all expenses, including court costs and attorneys' fees, incurred by Level Up Wellness, LLC and Erica L. Varble and the aforementioned parties in investigating and defending a claim or suit resulting from my participation in any LevelUp Macros Nutrition & Fitness coaching and conditioning activities. I agree that if legal action is brought, it must be brought in the District Court or the Federal Courts sitting in Ohio. Acknowledgment of Understanding: I have read this waiver of liability and informed consent and fully understand its terms. I understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing the agreement freely and voluntarily, and intend my signature to be a complete and unconditional release of all liability for injury resulting from ordinary negligence to the greatest extent allowed by law in the State of Ohio.