

PREMIUM ONLINE COACHING AGREEMENT

Effective Date: _____

This Premium Online Coaching Agreement ("Agreement") is entered into between:

Coach: Brodie Giesbrecht, operating as Peak Physiques - Evidence Based Coaching ("Peak Physiques" or "Coach"), with a primary address of P.O. Box 40 Site 504, Corman Park, SK S7K 3J8, Canada.

Client: _____ ("Client"), with a primary address of
_____.

(Collectively, the "Parties").

The purpose of this Agreement is to detail the coaching services provided by Peak Physiques and the responsibilities of the Client, as agreed to by the Parties.

1. Overview of Coaching Services

The Client has agreed to purchase the **Premium Online Coaching** service offered by the Coach. Peak Physiques provides personalized fitness training programs, custom workout routines, tailored nutrition plans, and comprehensive wellness coaching. Our goal is to empower you to achieve sustainable progress and maximize your transformation through evidence-based guidance.

Our services include:

Month One:

- One (1) in-depth onboarding video call to walk the Client through their program after delivery.
- Four (4) in-depth video check-in responses with progress overview and program updates (if necessary).
- Unlimited follow-up communication via WhatsApp, SMS, and Email between scheduled check-ins, with a maximum 24-hour response time.

After Month One:

- Weekly monitoring of progress and program updates (if necessary).
- Bi-weekly in-depth video check-in responses with progress overview and program updates (if necessary).

- Unlimited follow-up communication via WhatsApp, SMS, and Email between scheduled check-ins, with a maximum 24-hour response time.
- **As-Needed Support Calls:** Support Calls (Google Meet) can be scheduled on an as-needed basis if the Coach deems more detailed troubleshooting or discussion necessary.

The Parties acknowledge that the Services may be modified or expanded upon by mutual written agreement.

2. Term and Client Commitment

This Agreement shall commence on the Effective Date and shall continue in full force and effect for as long as the Premium Online Coaching service is active (the "Term"), unless terminated earlier as provided in this Agreement.

To ensure you achieve the best possible results and maximize your transformation, and because it is genuinely important to the Coach that you succeed, **clients are strongly recommended to commit to a minimum 12-week coaching period.** This 12-week period begins from your program sign-up date and includes your initial 30 days, as having enough dedicated time together is the crucial first step towards truly realizing your full potential and making sustainable progress.

3. Payment Terms

The Client accepts and agrees to pay **\$450.00 CAD for Month One** and **\$350.00 CAD for each month thereafter** for the Services.

- **Billing Cycle:** Fees are charged on a monthly recurring basis via Stripe, commencing from your program sign-up date, which acts as your monthly payment anchor date. This anchor date can be updated upon request. Your subscription will automatically renew each billing cycle unless explicitly cancelled by the Client.
- **Currency & Taxes:** All fees are stated in Canadian Dollars (CAD) and are exclusive of applicable taxes unless otherwise specified. Clients are responsible for any applicable GST/HST or other local taxes based on their billing address.
- **Non-Payment:** In the event of a missed or late payment due to an issue with the Client's payment method, service may be suspended and access to materials may be revoked until the payment issue is resolved.

- **Pricing Modifications:** Peak Physiques reserves the right to modify its pricing, and Clients will receive a minimum of 30 days' notice of any such changes to their existing subscription.
- **For comprehensive details on payment terms, please refer to the full Terms of Service (<https://www.peakphysiques.com/terms>).**

4. Refund & Cancellation Policy

- **30-Day Satisfaction Guarantee:** Peak Physiques offers a **30-day, no questions asked refund period** starting from your program sign-up date. If you are not entirely satisfied within this 30-day period, you may request a full refund by contacting brodie@peakphysiques.com.
- **Non-Refundable After 30 Days:** Beyond these 30 days, all payments are non-refundable due to the custom program design, immediate intellectual property provision, and ongoing 24/7 support. No refunds will be issued beyond this satisfaction guarantee period.
- **Cancellation Process:** The Client may cancel their monthly subscription by providing notice no later than 7 days prior to the next billing cycle for a successful off-boarding experience. It is the Client's responsibility to cancel their monthly subscription should they no longer wish to continue.
- **For comprehensive details on refund and cancellation policies, please refer to the full Terms of Service (<https://www.peakphysiques.com/terms>).**

5. Client Responsibilities

By signing this Agreement, you agree to:

- Be at least 18 years of age.
- Provide accurate and complete personal, health, and medical information, and inform the Coach of any changes immediately.
- Obtain necessary medical clearance from your healthcare provider before commencing any program.
- Ensure a safe training environment, proper use of equipment, and correct exercise form to prevent injury.
- Diligently follow all provided program instructions, guidelines, and recommendations.
- Maintain timely communication regarding check-ins, progress, challenges, or any health-related concerns.
- Ensure you have the necessary internet access and equipment for online

coaching and program access.

- **For full details on Client Responsibilities, please refer to the full Terms of Service (<https://www.peakphysiques.com/terms>).**

6. Intellectual Property & Program Access

All content and program materials provided by Peak Physiques remain our exclusive property. You are granted a limited, non-transferable, and revocable license to use these materials solely for your own personal fitness use. Unauthorized use is strictly prohibited and may result in legal action.

Upon cessation of coaching, programs will not be hosted online; it is the Client's responsibility to save their program should they wish to. Your roster space will be maintained until payments are cancelled. Due to limited openings, payment cancellation may result in forfeiture of your dedicated roster space at Peak Physiques' sole discretion.

For full details on Intellectual Property, please refer to the full Terms of Service (<https://www.peakphysiques.com/terms>).

7. Disclaimers & Limitation of Liability

- **No Medical Advice:** Peak Physiques provides services for educational and motivational purposes only and is not a substitute for professional medical advice.
- **Assumption of Risk:** You understand that physical activity and dietary changes carry inherent risks, and you assume all risks associated with your participation.
- **No Guarantees:** While Peak Physiques provides evidence-based guidance, specific results are not guaranteed and depend on individual factors.
- **Limited Liability:** Peak Physiques accepts no liability for injuries, health complications, or damages incurred from your participation or reliance on information, except where prohibited by law.
- **Warranty:** The Services provided by Peak Physiques will be performed in a professional and workmanlike manner in accordance with generally accepted industry standards and practices and in compliance with all applicable laws. The Coach does not warrant specific results or achievements.
- **For full details on all disclaimers and limitation of liability, please refer to the full Terms of Service (<https://www.peakphysiques.com/terms>).**

8. General Provisions

- **Confidentiality:** Both Parties acknowledge that they may disclose Confidential Information. All Confidential Information remains the property of the Disclosing Party. The Coach will keep the Client's personal information private and will not share it with any third party unless compelled by law.
- **Force Majeure:** If Peak Physiques is unable to perform duties due to unforeseen circumstances beyond its reasonable control (e.g., illness, emergency, natural disaster), we will make every reasonable attempt to continue coaching support or reschedule scheduled check-ins and program delivery.
- **Governing Law & Venue:** This Agreement is governed by the laws of the Province of Saskatchewan and the applicable laws of Canada. Any disputes will be subject to the exclusive jurisdiction of the courts of Saskatchewan, Canada.
- **Assignment:** The Coach may subcontract obligations and/or assign rights to a third-party in relation to the Services provided under this Agreement.
- **Severability:** If any provision of this Agreement is found to be illegal, invalid, or unenforceable, the remaining provisions will remain in full force and effect.
- **Survival:** Terms and provisions of this Agreement that should by their sense and context survive any termination or expiration of this Agreement shall so survive.
- **Entire Agreement:** This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements and understandings.
- **Notices:** All notices required or permitted under this Agreement shall be in writing and shall be deemed effective upon personal delivery, confirmed email transmission, or upon deposit in the Canadian Post Office, by registered or certified mail, postage prepaid, addressed to the Party at the address shown above, or at such other address as either Party shall designate.

9. Acceptance of Agreement

By completing your sign-up process and signing this Agreement, you confirm that you have read, understood, and agree to the terms and conditions outlined in both this Coaching Agreement and the comprehensive [Terms of Service](#) available on our website.

Signatures:

CLIENT:

Name: _____

Signature: _____

Date: _____

COACH:

Name: _____

Signature: _____

Date: _____