

## **COACHING AGREEMENT**

THIS COACHING AGREEMENT (the “**Agreement**”) is between Revival Nutrition and Training Ltd. (“**Revival**”) and you, the user that has registered for personal training and nutrition coaching through Revival’s website, located at [revivalnutritionandtraining.thinkific.com](https://revivalnutritionandtraining.thinkific.com) (the “**Website**”). This Agreement is in addition to Revival’s website Terms of Use available at <https://revivalnutritionandtraining.com/terms-and-conditions>, and such other agreements, guidelines, and rules between you and Revival. All such agreements, guidelines, and rules are hereby incorporated by reference.

**PLEASE READ THIS AGREEMENT CAREFULLY. BY ACCEPTING THE TERMS OF THIS AGREEMENT, YOU AGREE TO WAIVE CERTAIN LEGAL RIGHTS WHICH YOU OR YOUR HEIRS, EXECUTORS, ADMINISTRATORS, ASSIGNS OR REPRESENTATIVES MAY HAVE AGAINST REVIVAL, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION.**

### **1. COACHING SERVICES**

- 1.1. Revival agrees to provide the services purchased by you through the Website (the “**Services**”), subject to the terms and conditions set out in this Agreement.

### **2. FEES AND PAYMENT**

- 2.1. In consideration of Revival providing the Services to you, you hereby agree to pay Revival the fee payable for the Services as set out on the Website, plus applicable taxes (the “**Service Fee**”).
- 2.2. Payment of the Service Fee shall be completed on the Website using Thinkific Payments (the “**Payment Processor**”). Payment of all Service Fees are subject to the Payment Processor’s terms, conditions, and privacy policies, which are available at [www.thinkific.com/terms-of-service](https://www.thinkific.com/terms-of-service) and [www.thinkific.com/privacy-policy](https://www.thinkific.com/privacy-policy). Use of the Payment Processor is at your sole risk, and Revival is not responsible and provides no warranty with respect to the services provided by the Payment Processor or their protection and use of the your personal information.
- 2.3. The Service Fee is non-refundable, except as otherwise required by law or agreed to by Revival in their sole discretion.

### **3. TERM AND TERMINATION**

- 3.1. This Agreement is effective as of the date you register for the Services through the Website (the “**Registration Date**”). The Services will commence on the date following the Registration Date and will end ninety (90) days thereafter (the “**Term**”), subject to:
  - (a) any changes by Revival in their sole discretion; and
  - (b) early termination of this Agreement and the Services in accordance with Section 3.2.
- 3.2. In addition to any other termination right granted to Revival, this Agreement and the Services may be terminated:
  - (a) by Revival at any time in their sole discretion;
  - (b) by Revival in the event the Service Fee is not paid when due;

- (c) by Revival in the event you breach any term or condition of this Agreement or any other agreement, guideline or rule incorporated by reference herein;
  - (d) by you upon giving written notice to Revival in accordance with Section 9.1(b); or
  - (e) by mutual written agreement among you and Revival.
- 3.3. After expiration or termination of this Agreement and the Services, Revival shall have no further obligation to you except as otherwise set out herein.
- 3.4. Notwithstanding the expiration or termination of this Agreement and the Services, the following Articles, terms and conditions shall survive the expiration or termination of this Agreement: (i) Article 2; (ii) Article 4; (iii) Article 6; (iv) Article 7; (v) Article 8; (vi) Article 10; and (vi) any other term or condition which expressly refers to the obligations remaining in force following the expiration or termination of this Agreement, or which by their nature extend beyond the expiration or termination of this Agreement or the Services.

#### **4. PRIVACY**

- 4.1. In connection with the Services, you may provide Revival with certain personal information (the “**Personal Information**”). Revival’s collection, use, and disclosure of your Personal Information is governed by Revival’s Privacy Policy, located at <https://revivalnutritionandtraining.com/privacy-policy> (“**Privacy Policy**”), which is incorporated by reference herein.

#### **5. THIRD PARTY APPLICATIONS**

- 5.1. In connection with the Services, you may access or use third-party services (“**Third-Party Services**”). Certain providers of Third-Party Services (each a “**Provider**”) may require you to accept additional terms and pay additional fees directly to the Provider in order to use such Third-Party Services. Use of the Third-Party Services is at your sole risk, and Revival is not responsible and provides no warranty with respect to Third-Party Services nor the Providers’ use or protection of the your Personal Information. The collection, use, and disclosure of your Personal Information in respect to the Third-Party Services will be governed by the privacy policy of each Provider. You must review the privacy policy of each Provider prior to accepting the terms of the Third-Party Services.

#### **6. DISCLAIMER OF LIABILITY**

- 6.1. THE SERVICES ARE PROVIDED TO YOU “AS IS”, “AS AVAILABLE” AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES IMPLIED BY ANY COURSE OF PERFORMANCE OR USAGE OF TRADE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. REVIVAL, AND ITS DIRECTORS, OFFICERS, EMPLOYEES, INDEPENDENT CONTRACTORS, SHAREHOLDERS, AGENTS, SUPPLIERS, PARTNERS AND AFFILIATES DO NOT WARRANT THAT: (I) THE SERVICES WILL BE SECURE OR AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; (II) ANY DEFECTS OR ERRORS WILL BE CORRECTED; (III) ANY CONTENT OR SOFTWARE PROVIDED IN CONNECTION WITH THE SERVICES IS FREE OF VIRUSES OR OTHER HARMFUL

COMPONENTS; OR (IV) THE RESULTS OF USING THE SERVICES WILL MEET THE YOUR REQUIREMENTS. USE OF THE SERVICES IS AT YOUR SOLE RISK.

- 6.2. NO INFORMATION (WHETHER ORAL OR WRITTEN) OBTAINED BY YOU IN CONNECTION WITH THE SERVICES, WHETHER FROM REVIVAL OR OTHERWISE, WILL CREATE ANY WARRANTY REGARDING REVIVAL OR THE SERVICES THAT IS NOT EXPRESSLY STATED IN THIS AGREEMENT.
- 6.3. UNLESS OTHERWISE SPECIFIED IN WRITING BY REVIVAL, ALL COACHES AND INDIVIDUALS DISPLAYED ON REVIVAL'S WEBSITE AND SOCIAL MEDIA ACCOUNTS, OR WHO PROVIDE COACHING SERVICES FOR OR ON BEHALF OF REVIVAL, ARE NOT DOCTORS, REGISTERED DIETICIANS, PHYSIOTHERAPISTS, CHIROPRACTORS, OR OTHER REGULATED PROFESSIONALS; AND (II) THE SERVICES PROVIDED BY REVIVAL, AND ALL MATERIALS AND INFORMATION IN CONNECTION THEREWITH DO NOT CONSTITUTE PROFESSIONAL MEDICAL ADVICE AND ARE NOT INTENDED TO BE A SUBSTITUTE THEREFOR.
- 6.4. TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL REVIVAL BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT REVIVAL HAS BEEN INFORMED OF THE POSSIBILITY OF DAMAGE.
- 6.5. TO THE FULLEST EXTENT PERMITTED BY LAW, THE AGGREGATE LIABILITY OF REVIVAL TO YOU FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THE USE OF, OR ANY INABILITY TO USE ANY PORTION OF THE SERVICES OR OTHERWISE UNDER THESE TERMS, WHETHER IN CONTRACT, TORT, OR OTHERWISE, IS LIMITED TO THE AMOUNT YOU HAVE PAID TO REVIVAL FOR ACCESS TO AND USE OF THE SERVICES IN THE TWELVE (12) MONTHS PRIOR TO THE EVENT OR CIRCUMSTANCE GIVING RISE TO CLAIM.

## **7. ACCEPTANCE OF RISK, WAIVER AND INDEMNITY**

- 7.1. BEFORE ACCESSING OR PARTICIPATING IN THE SERVICES, ACTING ON ANY RECOMMENDATIONS OR ADVICE PROVIDED BY REVIVAL, OR ENGAGING IN ANY PHYSICAL ACTIVITY, YOU MUST SEEK PROFESSIONAL MEDICAL ADVICE TO ENSURE THAT THE SERVICES INCLUDING, WITHOUT LIMITATION, ANY WORKOUT ROUTINES, EXERCISES, FOODS, VITAMINS, OR OTHER ACTIVITIES OR SUBSTANCES RECOMMENDED IN CONNECTION WITH THE SERVICES, ARE SUITABLE FOR YOU, TAKING INTO CONSIDERATION YOUR MEDICAL CONDITIONS AND INJURIES.
- 7.2. BY ACCEPTING THE TERMS OF THIS AGREEMENT:
  - (a) YOU HEREBY ACKNOWLEDGE AND AGREE THAT YOU HAVE HAD THE OPPORTUNITY TO SEEK, AND WAS NOT PREVENTED FROM SEEKING, ADVICE FROM YOUR DOCTOR (AND SUCH OTHER PROFESSIONAL MEDICAL ADVISORS) PRIOR TO COMMENCING THE SERVICES, AND YOU HAVE CONSULTED WITH YOUR DOCTOR (AND SUCH OTHER PROFESSIONAL

MEDICAL ADVISORS) PRIOR TO ACCESSING OR PARTICIPATING IN THE SERVICES, OR HAVE WAIVED YOUR RIGHT TO SAME.

- (b) YOU REPRESENT AND WARRANT THAT, EXCEPT AS OTHERWISE DISCLOSED TO REVIVAL IN WRITING, YOU ARE IN GOOD PHYSICAL HEALTH AND CONDITION AND DO NOT SUFFER FROM ANY HEALTH OR MEDICAL CONDITIONS WHICH MAY AFFECT YOUR PARTICIPATION IN THE SERVICES, AND HAVE NOT BEEN ADVISED BY YOUR DOCTOR OR ANY OTHER MEDICAL PROFESSIONAL TO NOT PARTICIPATE IN THE SERVICES.
  - (c) YOU HEREBY ACKNOWLEDGE THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH PARTICIPATING IN THE SERVICES, WHICH INCLUDE, BUT IS NOT LIMITED TO: (I) PERSONAL INCAPACITY OR DEATH; (II) MUSCULAR AND SOFT TISSUE DAMAGE; (III) SPRAINS, DISLOCATIONS, CONCUSSIONS, BROKEN BONES, HEART ATTACK, STROKE, SPINAL INJURY AND TENDONITIS; (IV) HEAD, FACIAL, EYE, AND DENTAL INJURIES; (V) ALL MEDICAL PROBLEMS RESULTING FROM HEAT EXHAUSTION, DEHYDRATION, ASTHMA, ALLERGIES, COMMUNICABLE DISEASES, SKIN RASHES, CRAMPS, AND LACK OF FITNESS OR CONDITIONING; (VI) INJURIES ASSOCIATED WITH FATIGUE; AND (VII) INJURIES OR DEATH THAT MAY RESULT FROM ANY EQUIPMENT RECOMMENDED OR DEPLOYED IN CONNECTION WITH THE SERVICES, INCLUDING BUT NOT LIMITED TO, LOSS OR INJURY ARISING FROM THE USE, MISUSE, MALFUNCTION OR BREAKDOWN OF ANY EQUIPMENT.
  - (d) YOU HEREBY ASSUME FULL RESPONSIBILITY FOR ANY PERSONAL INJURY, INCAPACITY, DEATH, DAMAGES, OR OTHER LOSSES (INCLUDING BUT NOT LIMITED TO THOSE LISTED IN THIS AGREEMENT) ARISING OUT OF OR IN CONNECTION WITH THE SERVICES, WHETHER CAUSED BY OR ATTRIBUTABLE TO THE NEGLIGENCE, GROSS NEGLIGENCE, RECKLESSNESS, BREACH OF ANY STATUTORY DUTY OR OTHER DUTY OF CARE ON THE PART OF REVIVAL OR THE FAILURE BY REVIVAL TO SAFEGUARD OR PROTECT YOU FROM THE RISKS REFERRED TO ABOVE OR ANY OTHER RISK ARISING FROM OR IN CONNECTION WITH THE SERVICES.
- 7.3. YOU, ON YOUR OWN BEHALF AND ON BEHALF OF YOUR HEIRS, LEGAL REPRESENTATIVES, EXECUTORS, ESTATE AND ADMINISTRATORS (COLLECTIVELY, THE “**RELEASORS**”), HEREBY RELEASE, WAIVE AND FOREVER DISCHARGE REVIVAL AND ITS DIRECTORS, OFFICERS, EMPLOYEES, INDEPENDENT CONTRACTORS, SHAREHOLDERS, AGENTS, SUPPLIERS, PARTNERS, AFFILIATES, SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE “**RELEASEES**”), OF AND FROM ANY AND ALL ACTIONS, CAUSES OF ACTION, SUITS, CLAIMS, DEMANDS, COVENANTS, OBLIGATIONS, LIABILITIES, DEBTS, COSTS AND DAMAGES, WHETHER ABSOLUTE OR CONTINGENT AND OF ANY NATURE WHATSOEVER (COLLECTIVELY, “**CLAIMS**”), WHICH YOU OR THE RELEASORS (OR ANY OF THEM) MAY HAVE, FOR OR BY REASON OF OR IN ANY WAY ARISING OUT OF, OR IN CONNECTION WITH, THE SERVICES, INCLUDING WITHOUT LIMITATION, CLAIMS FOR PERSONAL INJURY, INCAPACITY, DEATH, DAMAGE, OR OTHER LOSS OF ANY NATURE WHATSOEVER (INCLUDING BUT NOT LIMITED TO THOSE LISTED IN THIS AGREEMENT), WHETHER CAUSED BY OR ATTRIBUTABLE TO THE NEGLIGENCE, GROSS NEGLIGENCE, RECKLESSNESS, BREACH OF ANY STATUTORY DUTY OR OTHER DUTY OF CARE, OR THE FAILURE BY REVIVAL OR THE RELEASEES (OR ANY OF THEM) TO SAFEGUARD

OR PROTECT YOU FROM THE RISKS REFERRED TO ABOVE OR ANY OTHER RISK ARISING FROM OR IN CONNECTION WITH THE SERVICES.

- 7.4. YOU, ON YOUR OWN BEHALF AND ON BEHALF OF THE RELEASORS, JOINTLY AND SEVERALLY, AGREE TO INDEMNIFY AND HOLD HARMLESS REVIVAL AND THE RELEASEES OF AND FROM ALL CLAIMS AND COSTS (INCLUDING, WITHOUT LIMITATION, LEGAL FEES ON A SOLICITOR CLIENT FULL INDEMNITY BASIS) WHICH MAY BE IMPOSED UPON OR INCURRED BY OR ASSERTED AGAINST REVIVAL OR THE RELEASEES (OR ANY OF THEM) IN RESPECT OF ANY MATTER ARISING OUT OF, OR IN CONNECTION WITH, THE SERVICES, WHETHER CAUSED BY OR ATTRIBUTABLE TO THE NEGLIGENCE, GROSS NEGLIGENCE, RECKLESSNESS, BREACH OF ANY STATUTORY DUTY OR OTHER DUTY OF CARE, OR THE FAILURE BY REVIVAL OR THE RELEASEES (OR ANY OF THEM) TO SAFEGUARD OR PROTECT YOU FROM THE RISKS REFERRED TO ABOVE OR ANY OTHER RISK ARISING FROM OR IN CONNECTION WITH THE SERVICES.

## **8. OWNERSHIP RIGHTS AND RESTRICTIONS**

- 8.1. In this Article 8, the following terms shall be defined as follows:

- (a) **“Confidential Information”** means any confidential and proprietary information disclosed, whether orally or in writing, by Revival to you pursuant to this Agreement or in connection with the Services that is designated as “confidential” or that a person exercising reasonable business judgment should understand to be confidential based on the circumstances of its disclosure or the nature of the information. Without limiting the foregoing, Confidential Information includes, but is not limited to, the terms of this Agreement, the Services, and all information and materials produced, presented, or delivered to you in connection with the Services, whether orally or in writing.
- (b) **“Intellectual Property”** means any and all beneficial and legal right, interest and ownership of any letters patent, registered design, trade mark or name, copyright or other protected right and industrial protection rights throughout the world, both present and future, including, without limitation, rights in respect of or in connection with any Confidential Information, copyright (including future copyright and rights in the nature of or analogous to copyright), moral rights, inventions (including patents and patentable inventions), trademarks, service marks, designs, know-how and performance protection (whether or not now existing and whether or not registered or registrable) and includes any right to apply for the registration of any such right or renewals and extensions.

- 8.2. You hereby agree to keep all Confidential Information strictly confidential and shall not at any time, either before or after expiration or termination of this Agreement, directly or indirectly, disclose, allow access to, transmit or transfer Confidential Information to another person, corporation or other entity without Revival’s prior written consent, except to the extent required by law. You further agree to take all reasonable precautions to prevent any unauthorized disclosure of any Confidential Information.

- 8.3. All rights, title and interest in and to all Intellectual Property rights in the Services and the Confidential Information are and will remain exclusively owned by Revival. Ownership in all derivatives, modifications, enhancements and customization related to the Services created by Revival will immediately vest in Revival upon creation. Other than as expressly set forth in this

Agreement, no license or other rights in or to the Services or other Revival intellectual property rights are granted to you, and all such rights are expressly reserved to Revival.

- 8.4. You shall not, without the prior written consent of Revival: (i) reproduce, duplicate, adapt, or otherwise modify any Confidential Information; (ii) sell, sell access to, share, distribute, or otherwise commercialize any Confidential Information; (iii) alter or remove any trademarks or proprietary notices contained in the Confidential Information; or (iv) permit or assist any other party to do any of the foregoing.
- 8.5. You acknowledge and agree that Revival will suffer harm in the event you breach any of your obligations contained in this Article 8, and that monetary damages will be inadequate to compensate Revival for such breach. Accordingly, you agree that in the event of a breach or threatened breach by you of any of the provisions in this Article 8, Revival, in addition to and not in limitation of any other rights, remedies or damages available to Revival at law or in equity, shall be entitled to an injunction in order to prevent or to restrain any such breach.

## **9. NOTICE**

- 9.1. All notices and other communications required or permitted under this Agreement (each a “**Notice**”) shall be in writing and sent by email, unless otherwise agreed to by you and Revival and in writing. Except as otherwise provided in this Agreement, a Notice is effective only if the party giving the Notice has complied with the requirements of this Section 9.1. Any Notice so given shall be deemed to have been received on the date that it was transmitted by email. Notice shall be delivered to each party as follows:
  - (a) Notice to you will be delivered to the email address used by you to register for the Services, or such other email address requested by you by delivering Notice to Revival in accordance with this Section 9.1; and
  - (b) Notice to Revival shall be delivered to [revivalnutritionandtraining@gmail.com](mailto:revivalnutritionandtraining@gmail.com), or such other email address requested by Revival by delivering Notice to you in accordance with this Section 9.1.

## **10. GENERAL PROVISIONS**

- 10.1. You may not assign or transfer this Agreement, or any rights or obligations hereunder, without the prior written consent of Revival. Revival may assign or transfer this Agreement without prior notice to you, and without your consent.
- 10.2. This Agreement shall enure to the benefit of and be binding upon your heirs, executors, and administrators, and upon Revival’s successors and assigns.
- 10.3. This Agreement (and all other agreements, guidelines, rules and policies referenced herein) constitutes the entire agreement between you and Revival with respect to the subject matter herein. There are no representations or warranties, express or implied, other than those contained in this Agreement or any other agreement, guideline, rule or policy referenced herein. No amendment or change to or modification of this Agreement shall be valid unless it is in writing and signed by you and Revival.

- 10.4. You represent and warrant that you are at least eighteen (18) years of age and are legally competent to sign this Agreement.
- 10.5. The titles and sections headers in this Agreement are provided for convenience only and are not to be construed as part of this Agreement.
- 10.6. This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein. You and Revival hereby irrevocably and unconditionally attorn to the exclusive jurisdiction of the courts of the Province of Alberta and all courts competent to hear appeals therefrom.
- 10.7. The invalidity or unenforceability of any provision or part of any provision of this Agreement, shall not affect the validity or enforceability of any other provision or part of this Agreement, and any such invalid or unenforceable provision or part thereof shall be deemed to be separate, severable and distinct, and the remainder of this Agreement shall remain in full force and effect.
- 10.8. YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE READ AND UNDERSTAND THE TERMS OF THIS AGREEMENT, AND THAT YOU HAVE HAD THE OPPORTUNITY TO SEEK, AND WAS NOT PREVENTED FROM SEEKING, INDEPENDENT LEGAL ADVICE PRIOR TO ACCEPTING THE TERMS OF THIS AGREEMENT, AND THAT YOU HAVE OBTAINED INDEPENDENT LEGAL ADVICE OR WAIVED THE RIGHT TO SAME.