

FITNESS COACHING AGREEMENT

Sunshine Elevations LLC

235 7th Street, Beckley, West Virginia 25801

Email: joshsunshine777@gmail.com | Phone: (304) 250-8296

This Fitness Coaching Agreement (“Agreement”) is entered into as of the date of signing (“Effective Date”) by and between **Sunshine Elevations LLC**, a West Virginia limited liability company with its principal place of business at 235 7th Street, Beckley, WV 25801 (hereinafter referred to as “Coach Sunshine”), and the undersigned client (“Client”).

1. SERVICES PROVIDED

Coach Sunshine agrees to provide the following services (“Services”):

- Full intake with client including consultation of fitness goals and services to be provided
 - One on one in-person or virtual fitness coaching sessions
 - Personalized workout regimes tailored to individual based on client’s needs
 - Nutritional and wellness guidance (non-medical) based on client's needs
 - Weekly online check-ins via phone, email, or text message
 - Weekly scheduled calls as needed for continued support / guidance
 - Progress tracking and continued goal setting
 - Rest and Recovery regime to ensure preventable injury and improve overall health
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2. CLIENT RESPONSIBILITIES

Client agrees to:

- Follow all program guidelines to the best of their ability
- Provide accurate personal health, fitness, and medical information
- Seek medical clearance from a licensed physician, if necessary, prior to participation
- Communicate regularly and honestly with Coach Sunshine about performance and progress
- Notify Coach Sunshine in a timely manner if a scheduled training session is going to be missed based on sickness or unexpected events.

3. FEE SCHEDULE & PAYMENT TERMS

Client agrees to pay for Services according to the following fee schedule:

- Per Session: \$[X]
- Weekly Rate: \$[X]
- Monthly Rate: \$[X]

Payment for the first session is due upon signing this Agreement. Thereafter, payment for each session will be paid in full prior to the session beginning. No refunds will be issued for missed sessions (without proper and timely notification) or non-participation.

Accepted Payment methods include:

4. CANCELLATION AND TERMINATION POLICY

- **Client Cancellation:** Client may cancel this Agreement within seven (7) business days of the Effective Date by written notice via email to joshsunshine777@gmail.com.
 - **No Refunds Post-Commencement:** No refunds shall be issued after Services have commenced, unless otherwise agreed upon in writing.
 - **Coach Termination Rights:** Coach reserves the right to terminate this Agreement at any time due to inappropriate behavior, harassment, or non-payment by Client. In such cases, no refund will be issued.
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5. DISCLAIMER / RELEASE OF LIABILITY

Coach Sunshine is **not a licensed physician, registered dietitian, or certified nutritionist**. All recommendations regarding exercise, health, and nutrition are general in nature and not intended to diagnose, treat, or cure any medical condition.

Client agrees to participate in all Services **at their own risk** and to consult with their healthcare provider prior to starting any exercise or nutrition program. By signing below, the Client voluntarily assumes full responsibility for any risk, injury, or loss, known or unknown, that may result from participation in Coach Sunshine's program.

Nutritional advice is for general wellness purposes only and is not intended as medical or dietary therapy. Clients should consult a licensed medical or dietary professional before starting any new fitness or nutrition program.

6. CONFIDENTIALITY

Coach Sunshine agrees to maintain the confidentiality of all personal, health, and fitness-related information shared by the Client, except as required by law or with written permission from Client.

7. INTELLECTUAL PROPERTY

All workout plans, meal guides, written materials, videos, and proprietary resources provided by Coach are the exclusive intellectual property of **Sunshine Elevations LLC** and are for the personal use of the Client only. Client agrees not to copy, distribute, reproduce, or share such materials without express written consent from Coach.

8. LIMITATION OF LIABILITY

Client agrees to release, indemnify, and hold harmless the Coach, including any agents or employees, from any and all claims, demands, and causes of action arising from participation in the program, except in the case of gross negligence or willful misconduct.

9. GOVERNING LAW & VENUE

This Agreement shall be governed by the laws of the State of West Virginia. Any disputes arising under this Agreement shall be resolved in the courts of Raleigh County, West Virginia.

10. ENTIRE AGREEMENT

This document constitutes the entire agreement between the parties and supersedes all prior understandings or agreements. Any amendments must be in writing and signed by both parties.

11. SEVERABILITY

If any part of this Agreement is found to be unenforceable, the remaining provisions will continue in full force and effect.

SIGNATURES

By signing below, both parties agree to the terms and conditions of this Agreement.

Client Name: _____

Client Signature: _____

Date: _____

Coach Signature: _____

Coach Name: Josh Sunshine, Sunshine Elevations LLC

Date: _____