

# Sharing The Bliss'

## Client Participant Agreement

By signing where indicated on this Agreement, you irrevocably agree that, once you register or enroll in a Sharing The Bliss program with Carmen Abercrombie, Certified Integrative Nutrition Health Coach, Sharing The Bliss ("Company") or any Certified 28-Day Body & Soul Detox Coaches then this Agreement becomes a legal and binding contract between you ("Client") and the Company according to the following terms and conditions.

**COMPANY'S SERVICES** ~ Upon execution of this Agreement, electronically, verbally, written or otherwise, the Company agrees to render services related to education, seminar, consulting, coaching, and/or Integrative Nutrition Health or business coaching (the "Program"). The terms of this Agreement shall be binding for any further goods/services supplied by Company to Client. Parties agree that the Program is in the nature of coaching and education. The scope of services rendered by Company pursuant to this contract shall be solely limited to those contained therein and provided for on Company's website as part of the Program. Company reserves the right to substitute services equal to or comparable to the Program for Client if the need arises.

**COMPENSATION** ~ Client agrees to compensate Company according to the payment schedule set forth on Company's Website, or via email, or payment schedule and the payment plan selected by Client ("Fee/Investment") or otherwise noted in this agreement. Client is required to completely pay off any balances due to Company whether they continue the program or not. Company shall charge a 5% (five-percent) late penalty to all balances that are not paid in a timely manner by Client. In the event that Client is in arrears of payment or otherwise in default of this Agreement Company, Client may be barred from additional Company's services until paid up. **REFUNDS** ~ Sharing The Bliss Does Not Issue (cash or credit) Refunds. Upon

execution of this Agreement, Client shall be responsible for the full extent of the FEE. If client cancels attendance of the Program for any reason whatsoever, Client will receive No Refund. Company will be open to rescheduling Client for a future program and work out any difference in cost. **CHARGEBACKS** ~ To the extent that Client provides Company with credit cards(s) information for payment on Client's account, Company shall be authorized to charge Client's credit card(s) for any unpaid charges as set forth and agreed upon. If client uses a multiple-payment plan to make payments to Company, Company shall be authorized to make all charges at the time they are due and not require separate authorization in order to do so. Client shall not make any charge backs to Company's account or cancel the credit card that is provided as security without Company's prior written consent. Client is responsible for any fees associated with recouping payment on charge backs and any collection fees associated therewith. Client required to notify Company in advance if they need to change any of the credit card information.

**NO SUBSTITUTE FOR MEDICAL TREATMENT** ~ None of Sharing The Bliss' programs, services or information should be used to replace medical treatment or advice from physician. Clients are advised to inform their physician of any diet changes and the use of any supplements suggested. Clients are also informed NEVER to take themselves off prescribed medication without their physician, and agree to be mindful of his/her own well-being during classes and coaching programs and seek medical treatment if needed. Company does not provide medical, therapy, or psychotherapy services. Company is not responsible for any decisions made by Client as a result of the coaching and any consequences thereof.

**CLIENT'S RESPONSIBILITY** ~ Client accepts and agrees that she/he is 100% responsible for her/his

progress and results from the Program. Client accepts that it is their responsibility to check their email regularly for program materials, information and updates and to print out weekly program materials and listen to recording if applicable. Client also agrees that she/he is the one vital element to the Program's success and that Company cannot control Client. Company and its affiliates disclaim the implied warranties of titles, merchantability, and fitness for a particular purpose. Company makes no guarantee or warranty that the Program will meet Client's requirements or that all clients will achieve the same results.

**NO TRANSFER OF INTELLECTUAL PROPERTY** ~ Company's copyrighted and original materials shall be provided to the Client for his/her individual use only and a single-user license. Client shall not be authorized to use any of Company's intellectual property for Client's business purposes. Client shall not be authorized to share, copy, distribute, or otherwise disseminate any materials received from Company electronically or otherwise without the prior written consent of the Company. All intellectual property, including Company's course materials, shall remain the sole property of the Company. No license to sell or distribute Company's materials is granted or implied.

**LIMITATION OF LIABILITY** ~ By using Company's services and enrolling in the Program, Client releases Company, its officers, employers, sponsors and related entities from any and all damages that may result from anything and everything. The Program is only an educational/coaching service being provided. Client accepts any and all risks, foreseeable or non-foreseeable, arising from such transactions. Regardless of the previous paragraph, if Company is found to be liable, Company's liability to Client or to any third party is limited to the lesser of: (a) the total fees Client paid to Company in the one month prior to the action giving rise to the

liability, and (b) \$1000. All claims against Company must be lodged with the entity having jurisdiction within 100 days of the date of the first claim or otherwise be forfeited forever. Client agrees that Company will not be held liable for any damages of any kind resulting or arising from, including but not limited to; direct, indirect, incidental, special, negligent, consequential, or exemplary damages happening from the use or misuse of Company's services or enrollment in the Program. Client agrees that use of Company's services is at Client's own risk.

**USE OF COURSE MATERIALS** ~ Client consents to recordings being made of courses and the Program. Company reserves the right to use, at its sole discretion, course materials, videos and audio recordings of courses, and materials submitted by Client in the context of the course(s) and the Program for future lecture, teaching, and marketing materials, and further other goods/services provided by Company, without compensation to the Client. Client consents to its name, voice, and likeness being used by Company for future lecture, teaching, and marketing materials, and further other goods/services provided by Company, without compensation to the Client.

**ENTIRE AGREEMENT** ~ This agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, negotiations and understandings oral or written. This Agreement may be modified only by an instrument in writing, duly executed by both parties. **By signing below, you have confirmed that you have read and agree with the terms of this agreement which will constitute it as a legal and binding instrument.**

Thank you! I truly look forward to supporting, and coaching you through this amazing journey. ~  
Carmen Abercrombie (Coach Carmen)

**Date:** \_\_\_\_\_ **Print Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_