

Terms and Conditions for EmpowerU Personal Training

Welcome to EmpowerU Personal Training! We are excited to help you reach your fitness goals. Before you begin, please review and agree to the following terms and conditions:

- 1. Not Medical or Dietary Advice:** EmpowerU Personal Training and its trainers are not licensed medical professionals or registered dietitians. Any information provided by EmpowerU Personal Training, including but not limited to nutrition plans, workout routines, and general fitness advice, is for informational and entertainment purposes only. It is not intended as medical or dietary advice. You should consult with a qualified healthcare professional before starting any fitness program or making any changes to your diet.
- 2. Fitness and Nutrition Guidelines:** The fitness plans, workouts, nutritional advice, and other information provided by EmpowerU Personal Training are general guidelines and suggestions. These are not personalized recommendations. The effectiveness of these plans may vary based on individual circumstances and health conditions. You agree to use these guidelines at your own risk.
- 3. Assumption of Risk:** You understand and acknowledge that participating in any fitness activities, workouts, or nutritional programs recommended by EmpowerU Personal Training carries inherent risks of physical injury or health issues. You voluntarily assume all risks associated with such activities and agree that EmpowerU Personal Training, its trainers, employees, and associates shall not be liable for any injury, accident, or health impairment arising directly or indirectly from your participation in our programs.
- 4. Release of Liability:** To the fullest extent permitted by law, you release and discharge EmpowerU Personal Training, its trainers, employees, and associates from any and all claims, liabilities, damages, demands, and actions arising from or related to your use of our services, including but not limited to personal injury, illness, death, or property damage, whether caused by negligence or otherwise.
- 5. Personal Responsibility:** You acknowledge that your success depends on your own efforts, commitment, and compliance with our recommendations. EmpowerU Personal Training cannot guarantee specific fitness outcomes or results. Your progress and achievements are influenced by various factors including genetics, lifestyle, and dedication.
- 6. Membership Agreement:** By signing up for a membership with EmpowerU Personal Training, you indicate your understanding and acceptance of these terms and conditions. You agree to release EmpowerU Personal Training and its affiliates from any and all liabilities to the maximum extent permitted by law.

7. **Cancellation Policy:** If you wish to cancel your membership, you must provide a 14-day notice of cancellation. Failure to provide a 14-day notice will result in payment for the next month of services as part of the cancellation process. Failure to provide the required notice may result in continued billing for services.
8. **Modifications and Updates:** EmpowerU Personal Training reserves the right to modify, update, or revise these terms of service at any time without prior notice. It is your responsibility to review these terms periodically for any changes.
9. **Governing Law:** These terms and conditions shall be governed by and construed in accordance with the laws of Canada, Alberta, Edmonton, without regard to its conflict of law provisions.
10. **Severability:** If any provision of these terms is found to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable to the fullest extent permitted by law.
11. **Contact Us:** If you have any questions or concerns about these terms of service, please contact us at **EmpowerU.Fitlife@gmail.com**.
12. **Professional Limitations:** EmpowerU Personal Training trainers are certified fitness professionals, not licensed therapists or psychologists. Our services do not constitute mental health counselling or therapy. You should seek appropriate professional advice or counselling for any mental health issues.
13. **Equipment and Facilities:** While we strive to provide safe and effective workouts, you acknowledge that the use of fitness equipment and facilities, whether provided by EmpowerU Personal Training or used by you independently, carries inherent risks. You agree that EmpowerU Personal Training is not liable for any injuries or damages resulting from the use of such equipment or facilities.
14. **Indirect Damages:** To the fullest extent permitted by law, EmpowerU Personal Training shall not be liable for any indirect, consequential, incidental, special, or punitive damages, including but not limited to lost profits or loss of data, arising from or in connection with our services, even if advised of the possibility of such damages.
15. **Payment Liability:** By signing up for EmpowerU Personal Training's membership or making a lump-sum payment, you agree to pay all applicable fees associated with your selected membership plan or service package. Payment is due upon enrolment or as otherwise specified in the payment terms provided by EmpowerU Personal Training. Failure to make timely payments may result in suspension or termination of your membership or service access.
16. **Custom App Provider:** EmpowerU Personal Training utilizes a custom fitness application provided by **Trainerize**. While branded as EmpowerU

Personal Training's app, it is not developed in-house by EmpowerU Personal Training. EmpowerU Personal Training pays a monthly fee to Trainerize for the use of this application as part of our services.

17. **The Team:** All references to "team" and any synonymous words refer to contractors engaged through Fiverr.com and individuals appearing in videos on Trainerize. They are not salaried employees of EmpowerU Personal Training.
18. **Commitment Period:** By signing up for a committed contract membership with EmpowerU Personal Training (longer than 1 month), you agree to commit to the selected membership period in full. Early cancellation is not permitted during this period. You acknowledge and agree not to issue a chargeback for any payments made during this time, as services are guaranteed for the duration of the commitment. If you cancel your credit card or fail to honour the agreed-upon payment terms, EmpowerU Personal Training reserves the right to pursue legal action to the fullest extent of the law. You will be held liable for all associated legal fees and costs incurred in enforcing this agreement.