



TERMS OF USE FOR www.radianthealthandfitness.com

Last Modified APRIL 22, 2020

1. **BINDING EFFECT.** This is a binding agreement. By using the Internet site located at www.radianthealthandfitness.com ("RHF" the "Site" or "Service") or any services provided in connection with the Site, you agree to abide by these Terms of Use, as they may be amended by RHF ("Company") from time to time. Company will post a notice on the Site any time these Terms of Use have been changed or otherwise updated.

2. **PRIVACY POLICY.** Company respects your privacy and permits you to control the treatment of your personal information. A complete statement of Company's current privacy policy can be found by clicking the "privacy" link at the bottom of the page. Company's privacy policy is expressly incorporated into this Agreement by this reference.

3. **GOVERNING LAW.** These Terms shall be construed in accordance with and governed by the laws of the United States and the State of California, without reference to their rules regarding conflicts of law. You hereby irrevocably consent to the exclusive jurisdiction of the state or federal courts in Ventura County, California in all disputes arising out of or related to the use of the site.

4. **ASSUMPTION OF RISK, WAIVER AND RELEASE OF LIABILITY.** Through the purchase of any services or products, you have agreed to voluntarily participate in an exercise program, including, but not limited to, strength training, flexibility development, and aerobic exercise, under the guidance of Radiant Health & Fitness by Alethea (hereafter RHF). You hereby stipulate and agree that you are physically and mentally sound and currently have no physical conditions that would be aggravated by your involvement in an exercise program. You understand that any recommended nutrition by RHF that is part of your purchase is intended as educational only and not intended to treat any medical condition or nutritional deficiency you may have. You agree not to rely on such nutritional information provided and instead rely on the advice of a licensed dietician or physician. Application of nutritional information without consultation

with a licensed dietician or physician could result in causing or aggravating a medical condition. You understand these risks and agree to assume all risk of illness associated with nutrition whatever the cause.

You understand and are aware that physical-fitness activities, including the use of equipment, are potentially hazardous activities. You are aware that participating in these types of activities, even when completed properly, can be dangerous. You agree to follow the written and/or verbal instructions issued by RHF. You are aware that potential risks associated with these types of activities include, but are not limited to, the following: death; fainting; disorders in heartbeat; serious neck and spinal injuries that may result in complete or partial paralysis or brain damage; serious injury to virtually all bones, joints, ligaments, muscles, tendons, and other aspects of the musculoskeletal system; and serious injury or impairment to other aspects of your body, general health, and well-being.

You understand that you are responsible for your own medical insurance and will maintain that insurance throughout your entire period of participation with RHF. You will assume any additional expenses incurred that go beyond your health coverage. You will notify RHF of any significant injury that requires medical attention (such as emergency care, hospitalization, etc.).

You represent and warrant any and all equipment you use for training sessions has not been inspected by RHF and RHF has no knowledge of its condition. You understand that you take sole responsibility for the equipment you use.

You expressly assume and accept sole responsibility for your safety and for any and all injuries, illnesses or medical conditions that may occur in association with your purchases. In consideration of the acceptance of this entry, you, for yourself and for your executors, administrators, and assigns, waive and release any and all claims against RHF and any of their staff, officers, officials, volunteers, sponsors, agents, representatives, successors, or assigns and agree to hold them harmless from any claims or losses, including but not limited to claims for negligence for any injuries, illnesses, medical conditions or expenses that you may incur in association with your purchases. These exculpatory clauses are intended to apply to any and all activities occurring during or after the time for which you have made purchases from RHF.

You represent and warrant you are agreeing to all terms as stated freely and willfully and not under fraud or duress.

HAVING READ THE ABOVE TERMS AND INTENDING TO BE LEGALLY BOUND HEREBY AND UNDERSTANDING THIS DOCUMENT TO BE A COMPLETE WAIVER AND DISCLAIMER IN FAVOR OF RHF, YOU HEREBY AGREE TO ALL TERMS AS STATED ABOVE.

5.AFFILIATED SITES. Company has no control over, and no liability for any third party websites or materials. Company works with a number of partners and affiliates whose Internet sites may be linked with the Site. Because neither Company nor the Site has control over the content and performance of these partner and affiliate sites, Company makes no guarantees about the accuracy, currency, content, or quality of the information provided by such sites, and Company assumes no responsibility for unintended, objectionable, inaccurate, misleading, or unlawful content that may reside on those sites. Similarly, from time to time in connection with your use of the Site, you may have access to content items (including, but not limited to, websites) that are owned by third parties. You acknowledge and agree that Company makes no guarantees about, and assumes no responsibility for, the accuracy, currency, content, or quality of this third party content, and that, unless expressly provided otherwise, these Terms of Use shall govern your use of any and all third party content.

6.INDEMNITY. You agree to indemnify Company for certain of your acts and omissions. You agree to indemnify, defend, and hold harmless Company, its affiliates, officers, directors, employees, consultants, agents, and representatives from any and all third party claims, losses, liability, damages, and/or costs (including reasonable attorney fees and costs) arising from your access to or use of the Site, your violation of these Terms of Use, or your infringement, or infringement by any other user of your account, of any intellectual property or other right of any person or entity. Company will notify you promptly of any such claim, loss, liability, or demand, and will provide you with reasonable assistance, at your expense, in defending any such claim, loss, liability, damage, or cost.

7.COPYRIGHT. All contents of Site or Service are: Copyright ©2019. All rights reserved.

8.SEVERABILITY; WAIVER. If, for whatever reason, a court of competent jurisdiction finds any term or condition in these Terms of Use to be unenforceable, all other terms and conditions will remain unaffected and in full force and effect. No waiver of any breach of any provision of these Terms of Use shall constitute a waiver of any prior, concurrent, or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.

9.NO LICENSE. Nothing contained on the Site should be understood as granting you a license to use any of the trademarks, service marks, or logos owned by Company or by any third party.

10.REFUND POLICIES. If you are not satisfied with Transform Your Body in 30 Days ebook or the Custom Meal Plan, you may request a 100% refund up to 14 days after purchase. All purchases for 3 month and 6 month 1:1 and group coaching packages are final sales.