

Life Coaching Client Agreement

By enrolling in the One to One Coaching Program and PayPal subscription service you acknowledge and agree to the terms and conditions below:

Participants must be a minimum of eighteen years of age to enroll in *One to One Coaching with Olya Barnett* program. Participants must have the ability to provide informed consent and by continuing provide such consent to Olya Barnett Coaching.

In consideration of the fees and coaching/educational services exchanged, Olya Barnett Coaching ("OBC") and participant ("the Client"), collectively "the Parties," agree to the following terms and conditions:

OBC will provide coaching and educational products and services for a period of four weeks ranging from trainings, worksheets, journal prompts, recorded videos, and other materials for Client's personal use.

The Client shall pay OBC \$555 (five hundred and fifty-five dollars) in full via PayPal for coaching services and products. The Client's term shall begin once the first payment is received in full via PayPal. Refunds cannot be issued once payment is received and refunds are not available for services provided. The Client may purchase other OBC products or services separately, if desired. OBC may revise or terminate the program if necessary, and in the event of termination prior to the scheduled end date, prorated refunds may be returned to Clients.

Training sessions occur via Zoom Video or by conference call unless otherwise agreed to, and Client agrees to any charges incurred from phone and internet service providers, if applicable.

Many factors are solely within the Client's control that can affect the outcome of this coaching program. OBC makes no guarantee nor promise that Client will achieve specific results or income. The Parties agree that successful educational and coaching relationships require a co-active collaborative approach between the Client and the coach. In the relationship, the coach plays the role of a facilitator of change and it is the Client's responsibility to enact or bring about the desired change. Client further understands and agrees to be fully responsible for their own well-being throughout the program, including all choices and decisions made by Client. Client understands that comments and ideas offered by OBC are to be construed as suggestions and information only, and Client has full responsibility of making informed decisions and giving informed consent. The Client can, at any point during coaching sessions, declare his or her preference not to discuss a specific issue by simply stating that they do not wish to discuss this issue. OBC agrees to respect such boundaries.

If OBC deems a Client's behavior or content inappropriate, harmful, or offensive in any way, the Client and/or the content may be removed from working with the Olya Barnett without notice.

Statements of Intent

All coaching services, principles, methods, tools, and suggestions delivered by OBC are meant to challenge, educate, motivate, and support Clients. However, coaching is not psychotherapy, nor psychological counseling. Coaching may augment therapy, yet coaching should be utilized when significant emotional and psychological wounds are healed or nearly healed. The Client understands and agrees to the following terms and conditions:

The services offered by OBC are not provided in any way as a substitute for mental health or psychological care. OBC and its representatives are not acting in any way as a psychologist or other mental health professional and OBC does not purport to offer mental health care. Coaching sessions, products, and services are not psychological counseling, relationship counseling, financial advising, estate planning, nor any other type of counseling or therapy. Representatives of OBC are not legal or financial advisors and content offered by the coach or coaching materials is not intended as financial advice. OBC does not recommend any particular investment.

Coaches will maintain confidentiality of communications only to the extent defined by federal law, or if applicable, Pennsylvania state law.

Client is fully responsible for their personal and financial wellbeing during the coaching program, including but not limited to choices, reactions, and decisions. If Client experiences a need for professional counseling or therapy, it is the Client's responsibility to seek the help of a licensed professional. All comments and ideas offered by OBC are solely intended to aid in education and the coaching experience.

Client agrees to release, waive, acquit and forever discharge Olya Barnett, Olya Barnett Coaching, and all employees and representatives from every claim, demand or right to compensation for damages Client may claim to have or that may arise out of actions, errors, omissions, or commissions taken by Client, Olya Barnett, OBC, or its representatives as a result of the services provided or otherwise resulting from the coaching relationship contemplated hereunder. Client will not hold OBC, its coaches, or its representatives responsible for any negligent actions or adverse results whether known or unknown that Client may incur or experience as a result of a coaching session, product, or service. Client further declares and represents that no promise, inducement or agreement

not herein expressed has been made to enter into this release. The release made pursuant to this paragraph shall bind Client's heirs, executors, personal representatives, successors, assigns, and agents.

Information including and not limited to documents, strategies, videos, calls, and other items exchanged between the Client and OBC are subject to copyright and or trademark laws, intended for the Client's personal use only, and must not be reproduced or transmitted in any form or by any means without prior written permission from OBC.

By enrolling in the *One to One Coaching with Olya Barnett* program, Client accepts this offer from OBC to perform coaching and educational services for business development, teaching personal growth strategies, sales training, teaching coaching techniques and models, improving communication skills, motivational techniques, value and priority clarification, identifying action plans, examining modes of operating in human thought and behavior, asking clarifying questions, and making empowering requests or suggestions for action and accountability.

Confidentiality

Conversations and exchanges between Client and OBC and its representatives are confidential and will be protected as such. Information will be shared outside of sessions only with the Parties' written consent, or if disclosure is required by law.

However, the following are instances where OBC or its representatives may be obligated to supersede confidentiality without the Client's permission:

If it is assessed that abuse, neglect, or endangerment is occurring.

If the coach perceives that the Client intends to, or threatens to, harm another individual and the coach is convinced the Client will act on this threat or that the Client may lose control of his or her own actions.

If at any time the coach determines the Client is in danger to themselves or others, the coach may inform Client of that opinion and make every effort to prevent the Client from endangering their own life or the lives of others. This may include notifying authorities, professionals, family members, and friends as deemed appropriate.

Regarding general safety, OBC further recommends that all Clients use technology, cell phones, and other media appropriately and safely during all coaching interactions. OBC will assume an interaction is safe and appropriate for a Client if that Client uses technology

or devices to communicate. OBC does not recommend coaching or using the educational materials while driving or operating machinery or vehicles.

Severance & Enforceability

In the event that one or more of the provisions of this agreement shall be deemed unenforceable, illegal or invalid, it shall not affect any other provisions of this agreement, and this agreement shall be construed as if the provision found to be unenforceable, illegal or invalid had never been contained in the agreement, or the provision shall be construed, amended or reformed to be made enforceable, legal and valid. This agreement shall be governed by and construed in accordance with the laws of the State of Pennsylvania without reference to any conflicts of law provisions. The non-prevailing party in any dispute under this agreement shall pay all costs and expenses including attorneys fees incurred by the prevailing party in resolving such dispute. This agreement supersedes all prior written and oral representations.

** End of terms and conditions **