



Terms and Conditions & Release of Liability

Effective date: 26th Day of May 2026

Strong Beyond 50 – Terms and Conditions

Prior to participating in any services, programmes, or coaching with Strong Beyond 50, Clients, or Onboarding Clients (where applicable) must accept these Terms and Conditions and the Release of Liability. Acceptance occurs during the onboarding process or at the time of purchase/enrolment in any service, programme, or membership. By proceeding, Clients and Onboarding Clients acknowledge that they have read, understood, and agree to be bound by these Terms and Conditions and the Release of Liability.

1. Definitions

1. For the purposes of these Terms and Conditions and Release of Liability, Wendy Van Oosten, Coach Wendy Maree, and Strong Beyond 50 are considered a single entity, hereinafter referred to as “Strong Beyond 50”.
2. “User” refers to anyone who interacts with Strong Beyond 50 services in any capacity, including:
 - Attending live sessions, workshops, or onboarding consultations.
 - Purchasing, subscribing to, or enrolling in memberships, coaching programmes, or other services.
 - Accessing digital platforms, apps, resources, documents, or materials provided by Strong Beyond 50.
3. “Client” refers to a User who has entered into a paid agreement with Strong Beyond 50. Clients are subject to all payment obligations, continuous direct debit schedules, session entitlements, and policy terms described herein.
4. “Onboarding Client” refers to a temporary User who has entered into a short-term, upfront paid arrangement to experience the ecosystem prior to establishing a long-term membership. Onboarding Clients are subject to all attendance, cancellation, and operational rules during their active window.
5. “Recognised Medical Specialist” means a registered medical practitioner who holds specialist registration with the Medical Board of Australia and is legally authorised to diagnose medical conditions and provide medical advice. This explicitly excludes any practitioner who may use the title “doctor” without holding recognised medical credentials (such as chiropractors or naturopaths) and any practitioner who is not legally authorised to diagnose medical conditions or provide medical advice (such as massage therapists or fitness professionals).

2. Intellectual Property and Content Protection

1. **Exclusive Ownership:** All content, materials, progression systems, methodologies, and intellectual property created, owned, or made available by Strong Beyond 50, including but not limited to images, text, logos, custom training templates, progression models, instructional videos, software content, PDFs, articles, worksheets, recipe books, and eBooks, remain the exclusive property of Strong Beyond 50.
2. **Limited Licence:** Clients and Users are granted a strict, non-exclusive, non-transferable, revocable licence to access, view, and execute the materials solely for their personal participation and athletic training during their active, fully-paid contract period.
3. **Prohibition of Copying and Scraping:** Clients and Users are strictly prohibited from copying, capturing, downloading, taking cumulative screenshots of, reproducing, publicly displaying, modifying, distributing, or commercially exploiting any proprietary training blocks, sequential phases, or digital assets for use outside of the active service period or for distribution to third parties.
4. **Breach and Remedies:** Any unauthorised copying, data scraping, or harvesting of programming structures will result in the immediate termination of all services and app profiles without refund, a permanent ban from the business ecosystem, and potential legal action for intellectual property infringement under Victorian law.

3. Sale of Services

These Terms and Conditions govern the provision of all services and coaching resources offered by Strong Beyond 50, including but not limited to:

1. Personal Training, Semi-Private Training, hybrid training, and health and fitness programmes, both in-person and online, including all workouts and exercise plans delivered through coaching sessions, coaching platforms or apps, or provided as downloadable documents (including PDF format).
2. Online Coaching services and meetings, including one-on-one consultations, coaching discussions, and live training sessions delivered via video conferencing platforms.
3. Coaching resources such as documents, articles, emails, worksheets, recipe books, eBooks, and any other instructional materials or digital content.

All service descriptions, programmes, and coaching resources are accurate to the best of Strong Beyond 50's knowledge. However, Strong Beyond 50 does not guarantee specific results or outcomes. Clients or Users participate in services and use the materials at their own risk.

Strong Beyond 50 reserves the right to modify, reject, or cancel any booking, purchase, or provision of coaching resources or programmes. If a booking or payment is cancelled after processing, any refund will be limited to the amount already paid. The payer is responsible for verifying receipt of any refunds.

3.1. Specific Disclaimer

All service descriptions, programmes, and coaching resources are accurate to the best of Strong Beyond 50's knowledge. However, physiological adaptation depends heavily on individual execution, consistency, and biofeedback; therefore, Strong Beyond 50 does not guarantee specific individual results or outcomes. Clients and Users participate in services and use the training materials at their own risk.

4. Hybrid Model Structure

Strong Beyond 50 operates specific programs on a hybrid coaching model. For applicable hybrid agreements, the core, non-negotiable component is the progressive digital programming, tracking systems, and accountability communication delivered via the dedicated online coaching platform (such as Everfit). This digital framework is designed for continuous client engagement independent of their physical location. From time to time, Strong Beyond 50 may offer standalone services, programs, or classes that do not include a digital or platform-based component.

5. Personal Training and Cohort Delivery Formats

5.1. Practical Extensions and Studio Capacity

Any physical, in-person services, including Personal Training, Cohort training, or practical technique assessments, are not standalone services unless explicitly specified. These practical sessions function strictly as supplemental, hands-on extensions and practical add-ons to the Client's underlying hybrid membership. To guarantee a premium service delivery, physical studio attendance is subject to strict environmental capacity limits which are determined by, and vary according to, the specific type of session or class format being delivered.

5.2. Delivery Formats

1. **One-on-one Personal Training:** A premium, dedicated 1-on-1 practical extension between one Client and one coach within an exclusively scheduled studio time-slot, operating as an add-on to the underlying hybrid coaching membership.
2. **Semi-Private Personal Training:** A structured training format designed for two (2) or three (3) clients training together within a scheduled studio time-slot, operating as an add-on to the underlying hybrid coaching membership.
3. **Personal Training Cohort:** A specialised, campaign-based programme offer. Cohorts are specifically recruited, structured, and populated by Strong Beyond 50 to fill dedicated time-slots with four (4) to six (6) active Clients.

5.3. Operational Delivery Requirements and Session Volume Shifts

Pricing, scheduling, and time-slot retention across all group-based formats are strictly contingent on maintaining the designated client volume per time-slot. Where client numbers fall below the established threshold for a specific format, Strong Beyond 50 reserves the right to adjust rates or reallocate the time-slot to protect business operations and peak training hours.

1. **Cohort Volume Shift and Grace Period:** If a recruited Cohort size drops below the four (4) active member threshold (down to 3 or 2 active clients), Strong Beyond 50 will provide a fourteen (14) day operational grace period at the existing cohort rate while actively working to recruit replacement members.
2. **Transition to Semi-Private Rates and Slot Protection:** If cohort capacity cannot be restored to the four (4) member minimum within the 14-day grace period, the remaining clients will transition to the prevailing Semi-Private price tier for that specific group volume (a three-client or two-client shared rate). However, if Strong Beyond 50 designates that specific time-slot as a protected, high-demand peak period reserved exclusively for larger group formats, the remaining clients may be required to relocate to an alternative, mutually agreed time-slot suited for Semi-Private training.

3. **Dissolution to a Single Client and Slot Reclamation:** If any group format (Cohort or Semi-Private) dissolves entirely down to one (1) single active client, Strong Beyond 50 will provide a 14-day grace period at their current rate while attempting to source replacement volume. If replacement volume cannot be sourced within 14 days, the remaining client will not retain that specific slot if it is designated as a protected peak period. To continue, the client must transition to an alternative, available time-slot designated for One-on-one Personal Training at the One-on-one price.
4. **Client Options Upon Format Shift or Slot Relocation:** Where group capacity cannot be restored and a format/price shift applies, or where a time-slot must be reclaimed by Strong Beyond 50 for business alignment, the client must select one of the following paths:
 - a. Remain in the current format under the newly applicable price tier and relocate to an available, designated time-slot provided by Strong Beyond 50;
 - b. Upgrade to a One-on-one Personal Training format in an appropriate, available One-on-one time-slot; or
 - c. Formally conclude their relationship in strict accordance with the notice provisions of these terms.

6. Financial Terms and Membership Commitment

6.1. Advance Payment Requirement

All services, onboarding fees, or membership dues must be settled in advance of delivery. Clients secure their access through scheduled, recurring direct debit authorisations or upfront payments where explicitly authorised by Strong Beyond 50.

6.2. Authorised Payment Arrangements

By enrolling in a membership, programme, or onboarding block, Clients authorise Strong Beyond 50 to process payments according to the assigned arrangement. Strong Beyond 50 reserves the right to cancel or reverse transactions that violate these Terms or any applicable law.

1. **Weekly and Monthly Recurring Memberships:** Paid via GoCardless Direct Debit. Stripe may be offered as an alternative; clients choosing Stripe will incur an additional fee applied to their weekly or monthly membership transaction.
2. **Onboarding Blocks, One-Off Services, and Special Packages Paid in Full:** Paid in advance by Direct Deposit or cash.
3. **Payment Method Definitions:**
 - a. **Direct Debit:** Automatic, recurring payment through a secure provider (GoCardless or Stripe) using a client-authorized mandate.
 - b. **Direct Deposit:** The Client manually transfers funds directly to the designated bank account of Strong Beyond 50.

6.3. 12-Month Annualised Weekly Memberships

The 12-Month Minimum Commitment: To achieve lasting physiological adaptation and provide a predictable, elite coaching relationship, all memberships are established on a strict twelve (12) month minimum commitment period (comprising 52 consecutive weeks or 12 consecutive calendar months depending on the selected billing cycle).

1. **The Pricing Models (Sessions vs. Digital-Only):**

- a. For Memberships with Live Sessions (In-Studio or Online PT): To make premium coaching financially predictable and highly accessible, the total annual operational cost is pre-discounted to factor in six (6) weeks of non-session closures per calendar year (4 weeks for Client personal use, travel, or illness, and 2 weeks for the scheduled Strong Beyond 50 Christmas and New Year closure). This annual cost is distributed evenly across the commitment term into either 52 equal weekly payments or 12 equal calendar-month instalments.
 - b. For Independent Digital-Only Memberships: Where a membership consists strictly of digital programming and app-based accountability communication with no live scheduled sessions, coaching operates on a continuous, 52-week delivery model across the entire calendar year.
2. Continuous Payments: Because the cost structures are mathematically factored into the annualised calculation and spread evenly across the year, membership payments must remain fully continuous across every single billing cycle of the calendar year. Payments continue uninterrupted regardless of app engagement, public holidays, personal travel, or temporary studio closures.
 3. No Pauses, Suspensions, or Banking: Memberships under the annualised model cannot be paused, suspended, put on hold, or banked. Unused membership inclusions, coaching deliverables, or app targets do not accumulate, do not carry forward, and cannot be transferred to another period.
 4. The Consistency Bonus: Clients who choose to execute their independent digital programming or access training resources during their 4 weeks of personal away time may do so at no additional cost.
 5. Payment Compliance and Contractual Obligations: Because Annualised Weekly Memberships are bound by a strict 12-month commitment, clients are legally required to maintain their continuous payment schedule during personal absences, travel, or periods of non-attendance. Clients are strictly prohibited from pausing, suspending, or halting direct debits. In the event of a payment default or unauthorised cancellation of a direct debit mandate, the client remains fully liable for the financial commitment under the 12-month agreement. Any attempt to cancel or halt payments prematurely will be managed strictly under the Early Termination provisions of these terms, and the client remains legally responsible for all outstanding balance amounts.

6.4. Post-Commitment Rollover and Cancellation Notice

1. Automatic Transition to a Rolling Agreement: Upon the successful completion of the Initial Commitment Period specified in the Client's membership agreement, the agreement will not abruptly terminate. To ensure there is no disruption to the Client's coaching, programming, and software access, the membership will automatically transition into a rolling payment agreement aligned with their existing billing cycle (e.g., week-by-week for weekly memberships, or month-by-month for monthly memberships).
2. Continuity of Terms: During this rolling period, all standard terms, operational rules, and continuous payment schedules remain fully active and binding, exactly as they were during the Initial Commitment Period.
3. Notice to Terminate Post-Commitment: Once the membership has transitioned to a rolling status, the Client may formally conclude their agreement by providing seven (7) days written notice via email.
 - a. Administrative Processing Lead Time: Strong Beyond 50 requires a minimum of seven (7) days to administratively process and halt direct debit instructions with the third-party billing provider. Any billing cycles or scheduled payments falling within this 7-day window will be processed as normal and are non-refundable. The Client will retain full access to their coaching, programming, and services until that final paid period concludes.

- b. **Formal Acknowledgement Required:** A cancellation request is not contractually final until the Client receives a formal written acknowledgement and confirmation email from Strong Beyond 50. Cancellation requests cannot be backdated, and verbal or social media notifications will not be accepted as formal notice.

6.5. Early Termination Limitations

This clause applies only to memberships and instalment plans subject to a minimum commitment period. Training Blocks, one-off programmes, one-off purchases, or other prepaid or single-transaction arrangements are not eligible for early termination.

1. **Short-Term Commitments (e.g., 8-week Membership Minimums):** Clients may not terminate early. All sessions and payments for the agreed minimum period remain payable.
2. **12-Month Annualised Weekly Memberships:** Clients may terminate their 12-month minimum commitment early only under exceptional circumstances, at Strong Beyond 50's discretion, with written notice and supporting documentation of:
 - a. **Relocation:** Permanent residence moves more than 50 km from Strong Beyond 50.
 - b. **Exceptional Circumstances:** Other rare events, at the discretion of Strong Beyond 50.
3. **Health-Related Requests During Minimum Commitment:** If a Client experiences illness, injury, or a medical condition that may affect their training, written documentation from a Recognised Medical Specialist, Accredited Exercise Physiologist, or Accredited Dietitian may be required. Strong Beyond 50 will assess whether the Client can continue in their assigned training format within Strong Beyond 50's professional scope. If participation is not within scope, Strong Beyond 50 may, at its discretion:
 - a. Grant a temporary suspension of the membership. Suspensions granted under this clause count toward the Annual Away Period where applicable.
 - b. Offer alternative training options if appropriate; or
 - c. Suspend or terminate participation if no suitable option exists.
4. Supporting documentation must be submitted in writing. Any payments due up to the date of termination remain payable. Early termination does not guarantee refunds for unused sessions beyond the agreed notice period.

6.6. Termination by Strong Beyond 50

Strong Beyond 50 retains the absolute right to terminate any membership or service agreement immediately, without notice, for any of the following behaviour-based or safety-based reasons:

1. **Deliberate Contravention of Instructions:** The Client intentionally overrides, ignores, or subverts safety protocols, coaching cues, prescribed loads, or execution parameters delivered in person or via the app.
2. **Physiological Safety Risks:** The Client engages in high-risk behaviours deemed unsafe by the coach, including dangerous nutritional restriction (starvation), excessive unprogrammed exercise, or severe compensatory physical activity.
3. **Community or Business Harm:** The Client engages in behaviour that is disruptive, disrespectful, abusive, or harmful to the coach, other cohort members, members of the public, or the reputation and operational flow of the business.
4. **Financial Breach:** Failure to maintain the agreed direct debit schedule or rectify a dishonoured payment.

5. **Business Alignment:** The Client's overall requirements, coachability, attitude, or actions diverge significantly from the professional service model or specialised standards of Strong Beyond 50.
6. **Financial Status Upon Termination:** If an agreement is terminated by Strong Beyond 50 under this clause, no refunds will be issued. All historical payments and unused portions of active digital cycles are strictly non-refundable and non-transferable.

6.7. Failed or Dishonoured Payments

If any scheduled payment, recurring direct debit, credit card transaction, or manual direct deposit is dishonoured, declined, reversed, or fails to clear by the due date, the Client is legally liable for any administration fees or processing penalties incurred by Strong Beyond 50 as a result. Strong Beyond 50 reserves the right to immediately freeze all app programming, withhold coaching deliverables, and suspend physical studio entry until the outstanding balance, along with any associated administrative fees, is settled in full.

6.8. Strict Refund Policy

All payments for onboarding blocks, trial packs, recurring memberships, digital products, or coaching services are strictly non-refundable. This absolute non-refundability applies to all portions of a service that remain unused, partially used, or unconsumed, regardless of whether the service relationship was concluded by the Client or terminated by Strong Beyond 50.

7. Onboarding, Trial, and Cohort Launch Policies (Personal Training Only)

1. **No Free Trials:** Strong Beyond 50 does not offer free trials or casual drop-ins. To start, new clients must utilise a paid intake pathway. For 1-1 and Semi-Private formats, this is a four-session trial pack. For new cohort programs, all participants must start via the designated 8-week cohort launch intake before becoming eligible for an ongoing membership.
2. **8-Week Cohort Launch Intake:** New cohort programs begin with a mandatory initial eight (8) week launch block, paid weekly via Direct Debit at the designated short-term cohort rate. This 8-week block runs on a strict calendar timeline; sessions cannot be paused, put on hold, or extended for travel or illness, and any missed sessions are permanently forfeited.
3. **Transition and Annualised Pricing Drop:** Upon completion of the mandatory 8-week launch block, cohort clients who choose to continue will transition into the ongoing 12-month membership framework, where the weekly fee will drop to the lower, annualised 12-month rate. If active cohort numbers subsequently drop below the required minimum of four (4) participants, the studio will apply the fallback rules detailed in Clause 5.3 (Operational Delivery Requirements and Session Volume Shifts), reserving the right to reclassify the session format and adjust scheduling or pricing to the corresponding Semi-Private structure while new participants are recruited.
4. **Exclusions during Launch and Trials:** Clients operating within the 8-week launch block or a four-session trial pack are excluded from ongoing 12-month membership perks, including the 4-week personal Away Time allocation and the Consistency Bonus. These perks only become active once the initial intake period is complete and the ongoing 12-month membership framework is finalised.

8. Studio and Software Operations (Applies Universally)

8.1. Progressive Programming Delivery

To manage risk, facilitate physiological progression, and protect proprietary intellectual assets, training programmes are released progressively on a week-by-week or phase-by-phase basis at the sole discretion of Strong Beyond 50. Access to upcoming phases is strictly contingent on active billing clearance and the submission of required workout data and biofeedback by the Client.

8.2. Continuous Coaching Continuity and Studio Absences

Because Strong Beyond 50 is a hybrid-first system, the continuous provision of professional digital programming, data analysis, and accountability communication continues uninterrupted 52 weeks a year. A Client's temporary inability to physically attend sessions (due to vacation, business travel, minor scheduling conflicts, or environmental factors) does not constitute a suspension of the coaching relationship. Programming adjustments will be deployed via the app to accommodate their environment (such as travel routines or hotel gym adaptations), and the contract remains active. No extensions, credits, or fee adjustments will be issued for physical absences.

8.3. Scheduling, Rescheduling, and Cancellation Boundaries

1. **24-Hour Notice Mandate:** Clients must provide at least twenty-four (24) hours' notice prior to the scheduled start time if they are unable to attend a booked physical session or scheduled video consultation.
2. **Late Cancellations and No Shows:** Any session cancelled with less than 24 hours' notice, or recorded as a No Show, will be immediately and permanently forfeited from the Client's weekly allocation. It cannot be rescheduled, refunded, or credited.
3. **Rescheduling Window:** Sessions cancelled in strict accordance with the 24-hour notice rule may be rescheduled to an alternate slot only where space is open within the same calendar week (Monday to Friday). Sessions cannot be carried over to subsequent weeks or months under any circumstances.

8.4. Business Hours

Strong Beyond 50 operates strictly between 9:00 AM and 5:00 PM, Monday to Friday. Digital coaching support, video evaluations, data analysis, programming updates, and administrative responses occur exclusively during these hours. Any communications received outside of these hours, or during a designated Business Closure, will be queued and addressed when standard operational hours resume.

8.5. Public Holidays

Strong Beyond 50 observes all Victorian gazetted public holidays and is closed on these days. No sessions will be conducted, and no digital coaching support or app communication will occur. Public holiday closures are mathematically factored into the annualised membership pricing model; therefore, no refunds, credits, or makeup sessions are provided for weeks containing a public holiday.

8.6. Coach-Initiated Closures

Should the studio close unexpectedly due to coach illness or an emergency (excluding gazetted Public Holidays and the scheduled Christmas/New Year break), Clients will be notified via WhatsApp. To meet its service guarantee, Strong Beyond 50 may provide digital adjustments or makeup sessions at its discretion. For highly unusual closures exceeding one (1) consecutive week, Strong Beyond 50 may, at its sole discretion, pause recurring debits until operations resume.

8.7. Change of Medical or Health Condition

Clients bear an ongoing, strict legal obligation to disclose all relevant health, physical, medical, or pharmacological changes immediately. Failure to disclose medical shifts may result in services being modified, shifted to purely digital formats, or cancelled immediately to protect client safety and ensure coaching boundaries remain within Strong Beyond 50's professional scope of practice.

8.8. Studio Health and Illness Policy

To protect the health of the Coach and other members, clients are strictly prohibited from attending the studio if they have any infectious or contagious illness. If a client cannot attend due to illness, or if they show up exhibiting symptoms and are turned away, the scheduled session is immediately forfeited and will not be refunded, rescheduled, or credited.

9. Accounts, Security, and Communication Platforms

1. **Mandatory Communication Channels:** All active Clients are required to maintain active access to the official communication streams designated by Strong Beyond 50 for their specific stream. For personal training services, the official channel is the Strong Beyond 50 WhatsApp group. For online-only streams, communications may occur via WhatsApp or the Direct Messaging (DM) system within the Everfit application. These channels serve as the official mechanisms for schedule alerts, emergency notices, policy updates, and operational amendments. Clients are responsible for monitoring notifications regularly, and any broadcast or direct message sent via their designated platform is contractually deemed formal notification.
2. **Account Security Responsibility:** By utilising required digital ecosystems (including but not limited to Everfit and WhatsApp), Users and Clients accept sole legal responsibility for protecting the confidentiality of their passwords, account profiles, and personal biometric data logs.
3. **Truthful Data Provision:** Users must ensure all registration metrics, physical screening forms, and workout logs submitted are accurate, truthful, and up to date.

10. Consumer Protection and Statutory Guarantees

These Terms and Conditions are subject to the Australian Consumer Law (Schedule 2 of the *Competition and Consumer Act 2010* (Cth)) and relevant consumer protection legislation. No clause within these Terms is intended to exclude, restrict, or modify any non-excludable statutory rights, consumer guarantees, or remedies available to the consumer.

11. Limitation of Liability

To the maximum extent permitted by law, Strong Beyond 50 and its associated directors, officers, agents, and employees shall not be held liable for any direct, indirect, incidental, special, or consequential injuries, claims, losses, physiological damages, or expenses arising from participation in any services, workouts, or digital execution, whether caused by negligence or otherwise.

12. Indemnity

Clients and Users agree to indemnify, defend, and hold harmless Strong Beyond 50 and its associated directors, officers, agents, and employees from any and all third-party claims, losses, liabilities, damages, and expenses (including legal fees on a solicitor-client basis) arising directly or indirectly from their physical participation in studio sessions, execution of digital programming, or breach of these Terms and Conditions.

13. Governing Law and Jurisdiction

These Terms and Conditions, the contract of service, and the relationship between the parties are governed exclusively by the laws of the State of Victoria, Australia. Both parties irrevocably submit to the exclusive jurisdiction of the courts of Victoria to resolve any disputes arising under these Terms.

14. Severability

If any specific clause, sub-clause, or sentence within these Terms and Conditions is found to be invalid, illegal, or unenforceable under applicable Australian law by a court of competent jurisdiction, that specific provision shall be deemed severed from the contract. The remaining provisions shall continue in full force and effect.

15. Amendments and Operational Changes

Strong Beyond 50 reserves the right to amend these Terms and Conditions at any stage to maintain legal compliance, reflect regulatory changes, or optimise commercial business operations. Clients will be provided written notification of any substantial updates via email or direct broadcast notice through the official communication platform.

16. Discretionary Special Cases

Any single, isolated waiver or approved exception to these policies granted by Strong Beyond 50 to a Client in a case of extreme extenuating circumstances is entirely non-precedent-setting. It does not constitute a permanent amendment of these terms, nor does it bind Strong Beyond 50 to grant future variances to that Client or any other User.

Release of Liability

You understand, agree to and acknowledge the following:

I wish to participate in the activities and programs of Wendy Van Oosten also known as Coach Wendy Maree, and Strong Beyond 50 (hereinafter referred to as Strong Beyond 50). In consideration of Strong Beyond 50 agreeing to provide coaching, health, and fitness activities and programmes, I release Strong Beyond 50, its employees, and representatives from any and all responsibility or liability for injuries or damages resulting from, or ancillary to, my participation in any activities or my use of equipment.

Medical Disclosure and Responsibility

If I have any existing medical condition, physical limitation, or impairment that may affect my ability to safely engage in any prescribed exercise formats, I acknowledge that I am legally bound to disclose such condition/s to Strong Beyond 50. I acknowledge that I have been informed of the need for a physician's approval for participation in any exercise or fitness activity or in the use of exercise equipment.

It is recommended that I have a yearly, or more frequent, physical examination and consultation with my physician regarding physical activity, exercise, and the use of training equipment, so that I might have their recommendations concerning these fitness activities and equipment use. I acknowledge that I have either obtained a physical examination and received my physician's permission to participate, or that I have chosen to participate in the activity and use of the equipment without such approval, and I assume full responsibility for my participation in these activities.

Qualified Health Clearance

Strong Beyond 50 carefully reviews each Potential Client's pre-exercise questionnaire and medical disclosures before accepting them into any programme. Participation may not be suitable for everyone based on this information, and acceptance is at Strong Beyond 50's discretion.

I acknowledge that it is my responsibility to fully disclose any medical conditions, physical limitations, or health factors that may affect my ability to safely participate in coaching, exercise, or health programs.

If Strong Beyond 50 becomes aware of any condition that was not disclosed during onboarding, or of any new condition that arises, I may be required to provide written clearance or exercise recommendations from a recognised professional, as defined below:

- Recognised Medical Specialist – a licensed medical doctor legally authorised to diagnose medical conditions and provide medical advice.
- Accredited Exercise Physiologist – qualified to prescribe exercise for medical conditions in the context of coaching, fitness, or rehabilitation progression.
- Physiotherapist – for rehabilitation-specific guidance, e.g., post-surgery or acute injuries.
- Accredited Dietitian – qualified to provide nutrition advice for medical conditions.

Scope of Recommendations:

Strong Beyond 50 only accepts exercise or dietary recommendations from the specific categories of clinical professionals listed above.

While we respect the role of other health and wellness practitioners, we do not accept clearances or prescriptions from any professional whose primary scope of practice does not include clinical exercise prescription or medical nutrition therapy. This ensures all training adjustments are managed through a direct clinical-to-coach relationship. Strong Beyond 50 reserves the right to refuse any recommendations that fall outside these four approved professional categories.

Stepwise Process for Clients Recovering from Injury or Medical Conditions:

- **Acute Rehabilitation:** Clients currently under physiotherapy care are considered still in rehabilitation. Physiotherapy typically involves low-load, controlled movements such as stretches, bands, and mobility exercises. Clients cannot participate in any Strong Beyond 50 program (group, 1-on-1, hybrid, or online) during this phase.
- **Exercise Physiologist Clearance:** Once acute rehabilitation is complete, clients must obtain exercise clearance or recommendations from an Accredited Exercise Physiologist. This ensures the exercise program is suitable for progression into strength training or higher-intensity conditioning. Recommendations from a physiotherapist alone are insufficient for resuming strength training.
- **Participation in Strong Beyond 50 Programs:** Following Exercise Physiologist Clearance, clients may resume training with Strong Beyond 50, with exercises implemented within the professional scope of the PT or program type (group, 1-on-1, hybrid, or online).

Final Authority: Strong Beyond 50 retains the right to modify, pause, or deny participation if continuing would exceed professional scope, even with documentation from a recognised professional.

I acknowledge that, even with clearance or recommendations from the professionals listed above, Strong Beyond 50 retains the final authority to determine whether my condition is suitable for training. I understand that any such suspension, modification, or termination may occur without refund.

Participation Risks

I understand and am aware that the activity I am about to undertake is at times dangerous and strenuous, and that while participating, I may be exposed to certain risks. I voluntarily participate with full knowledge that there is a risk of personal injury (physically or mentally), property loss, or death, and that my personal property may be lost or damaged.

I further declare myself to be physically sound and not suffering from any condition, impairment, disease, or other illness that would make it unsafe for me to participate in the exercise programmes or use of equipment. I understand that if I do have such a condition, I must not participate until I have obtained clearance from a qualified health professional as required by Strong Beyond 50. Even with such clearance, Strong Beyond 50 reserves the right to determine that my participation may not be suitable.

General Liability and Assumption of Risk

Other persons participating in such activities may cause me injury or death or may damage my property. I may cause injury or death to other persons or may damage their property. I agree that neither I, my heirs, assigns, nor legal representatives will sue or make any other claims of any kind whatsoever against Strong Beyond 50 for any personal injury, property damage or loss, or wrongful death, whether caused by negligence or otherwise.

All information, advice, and guidance provided by Strong Beyond 50 is for coaching and educational purposes only. Strong Beyond 50 does not diagnose, treat, or prescribe exercise, nutritional, or other interventions for medical conditions. Users should consult a qualified medical or allied health professional before making any changes to their exercise, nutrition, or health practices.

I agree to use the recommended software and apps provided by Strong Beyond 50 at my own risk and acknowledge that I am responsible for maintaining appropriate antivirus or security software.

I acknowledge that I have carefully read this form and fully understand that it is a release of liability. I expressly agree to release and discharge Strong Beyond 50 from any and all claims or causes of action, and I voluntarily give up or waive any right that I may otherwise have to bring a legal action for personal injury or property damage. I agree to undertake the services of Strong Beyond 50 at my own risk.

I acknowledge and agree that no warranties or representations, either express or implied, have been made to me by Strong Beyond 50 or any representatives regarding the results I may achieve from any coaching or programme conducted by Strong Beyond 50. I understand that results are individual and may vary. I acknowledge that weight loss is multi-factorial and largely depends on medical, lifestyle, and health factors, including nutrition, gut health, sleep, recovery, stress management, and incidental activity.

By ticking the acceptance box, I acknowledge that I have read, fully understand, and voluntarily accept all terms, conditions, and risks outlined in these Terms and Conditions & Release of Liability.

Contact Details

Email: wendy@strongbeyondfifty.com

www.strongbeyondfifty.com