# **Terms of Service**

**These Terms of Service take effect on the date you digitally agree to them by signing electronically or checking the acknowledgment box during registration or purchase.**

Welcome to Transcend Endurance ("we", "us", "our"). These Terms of Service (“Terms”) govern your access to and use of our website, services, programs, and content (collectively, the “Services”), including online fitness programs, consultations, private online coaching, in-person coaching sessions, and related digital resources. By accessing or using our Services, you agree to be bound by these Terms.

## **1. Introduction & Scope**

These Terms apply to all users of our Services, including those who register, purchase, or browse our offerings. Our Services include:

* Digital workout programs
* Consultations
* Online private coaching
* In person one-on-one training and group classes
* Downloadable materials including The Transcend Endurance Course

These Terms govern all use of the Services, regardless of your subscription level or payment tier.

## **2. User Behavior & Conduct**

You agree to:

* Use the Services in compliance with all applicable laws and regulations.
* Refrain from engaging in activities that harm or disrupt the platform, including but not limited to hacking, spamming, spreading malware, or impersonating others.
* Treat coaches, staff, and other community members with respect and professionalism.

We reserve the right to suspend or terminate access without refund if you violate these guidelines.

## **3. Intellectual Property**

All content provided, including but not limited to videos, images, written materials, and workout programs, are the property of Transcend Endurance or its licensors and are protected under copyright and intellectual property laws.

You may not:

* Copy, modify, reproduce, distribute, or resell our content without express permission.
* Share access credentials or provide third-party access to our materials.

You are granted a limited, non-exclusive, non-transferable license to use the content solely for personal, non-commercial use.

## **4. Payment & Refund Terms**

## All purchases of digital fitness programs, downloadable resources, or one-time access content through Transcend Endurance are final and non-refundable once the purchase is complete due to the immediate delivery of proprietary content and access to intellectual property.

## By purchasing a program, you acknowledge and agree that you are receiving valuable intellectual property and forfeit any right to dispute charges on the basis of refund eligibility or dissatisfaction.

## If you are enrolled in an ongoing monthly coaching subscription, you may cancel at any time. Cancellation will stop future billing, but no refunds will be provided for the current or any prior billing cycle.

## It is your responsibility to manage your subscription status before the next billing date. Access to coaching services and content will continue until the end of your current billing period that you set on Training Peaks.

## We reserve the right to update pricing, payment terms, or subscription structures at any time. However, changes will not affect already purchased programs or active subscription periods until the next billing cycle.

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## **5. Limitation of Liability & Disclaimers**

* Participation in any workout, exercise, or fitness program is at your own risk.
* You should consult a physician before starting any fitness program, especially if you have pre-existing conditions.
* Transcend Endurance is not liable for any injuries, health issues, or damages incurred during the use of our Services.

All Services are provided “as is” without warranties of any kind.

## **6. Dispute Resolution**

In the event of a dispute, you agree to:

* First attempt to resolve the matter informally by contacting us at [david@transcend-endurance.com](mailto:david.c.mikel@gmail.com)
* If unresolved, disputes will be submitted to binding arbitration in Tennessee, under the rules of the American Arbitration Association (AAA).
* This Agreement shall be governed by the laws of the State of Tennessee, without regard to its conflict of laws principles.

## **7. Privacy Policy**

Please refer to our Privacy Policy for details on how we collect, use, and protect your personal data. By agreeing to these Terms, you also consent to our data practices as described in the Privacy Policy.

## **8. Termination & Amendment**

We reserve the right to terminate or suspend your account at any time for violations of these Terms.

We may amend these Terms at any time by posting updated terms on our website. Changes take effect immediately unless otherwise stated. Continued use of the Services after such changes constitutes acceptance.

## **9. Contact Information**

Questions or concerns regarding these Terms should be directed to:

**Transcend Endurance LLC**

Email: david@transcend-endurance.com  
 Phone: 909-489-6295

## **10. Confidentiality Clause**

You agree not to disclose any confidential information you may receive during your engagement with us. This includes pricing structures, coaching strategies, member-only content, or any other proprietary materials.

## **11. Photo & Media Release Agreement**

By participating in Transcend Endurance’s programs, coaching sessions, or events, you (“Participant”) grant permission to Transcend Endurance, its affiliates, employees, agents, and assigns, to use your image, likeness, voice, and/or video in photographs, videos, audio recordings, or other media (“Media”) for marketing and promotional purposes.

### **1. Scope of Use**

You acknowledge and agree that the Media may be used in the following ways, without limitation:

* On Transcend Endurance's website
* Across all social media platforms
* In email marketing campaigns
* In digital advertisements and promotional materials
* For public relations and educational content

### **2. Ownership and Rights**

You understand that:

* You will not receive any compensation for the use of the Media.
* All Media will be the property of Transcend Endurance.
* Transcend Endurance may edit, alter, copy, exhibit, publish, or distribute the Media at its discretion.

### **3. Release of Liability**

You hereby release and hold harmless Transcend Endurance, its contractors, and agents from any and all claims, demands, and causes of action related to the use of your image or likeness.

### **4. Consent**

By continuing to use our Services and participating in any activities where Media may be captured, you confirm your understanding and acceptance of this Photo & Media Release Agreement.

If you prefer not to be photographed or recorded, please contact us at [david@transcend-endurance.com](mailto:david.c.mikel@gmail.com) **prior to participating** in any event or session.

**By signing below, you acknowledge that you have read, understood, and agree to be bound by the Terms of Service, including the Photo & Media Release.**

**Client Name:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

**Date:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_