

**Dieter Langenecker**  
**The Coach Program**  
**Living A Meaningful And Fulfilling Life You Love**

**Coaching Certification**  
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**If you do not agree with these TOU, you may not participate and/or use the Program.**

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- a. You will receive as part of the Program:
  - i. All Program materials, including videos, audio, worksheets, and homework assignments;
  - ii. Online coaching;
  - iii. Online community (if available);
  - iv. Upon completion of all modules and homework, official certification from Dieter Langenecker, a personal recommendation video with Dieter Langenecker, and written certification to use in marketing materials

**2. Payment**

All fees and charges for purchase of the Program, are made between you and Dieter Langenecker. All questions and concerns regarding payments must be directed to Dieter Langenecker (or legal successors)

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- b. You understand that any physical activity and exercise are inherently risky and dangerous activities. Inherent risks are risks that cannot be eliminated completely regardless of the care and precautions taken by Releasees. You are fully aware of the risks and hazards inherent in participating in Program and voluntarily, knowingly and freely assume all risks associated with participating in the Program, including, but not limited to, bruising, muscle strains, joint sprains, falls, injuries, illnesses, infections, paralysis and even death. This includes injury or damage sustained while and/or resulting from using any premises or facility, or using any equipment (whether owned, operated, or provided to you by Releasees or otherwise), including injuries or damages arising out of the negligence of Releasees, whether active or passive, or any of Releasees' affiliates, employees, coaches, agents, representatives, successors, and assigns.
- c. Your participation in the Program does not establish a doctor-patient, counseling, or therapist-client relationship of any kind between you, Dieter Langenecker, or anyone providing coaching services on behalf of Dieter Langenecker.
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- e. You agree that you will not use coaching as a way of diagnosing or treating mental disorders. If you are in therapy or under the care of a mental health professional, you will notify and consult with the mental health care provider regarding your decision whether to work with a coach.

- f. You acknowledge that, by engaging with Dieter Langenecker for the Program, you voluntarily assume an element of inherent risk, and knowingly and freely assume all risk and responsibility for injuries to any persons or damages to any property, and release, covenant not to sue, and hold Releasees harmless for any and all liability to you, your personal representatives, assigns, heirs and next of kin, for any and all claims, causes of action, obligations, lawsuits, charges, complaints, controversies, damages, costs or expenses of whatsoever kind, nature, or description, whether direct or indirect, in law or in equity, in contract or in tort, or otherwise, whether known or unknown, arising out of or connected with your (or your minor child's/ward's) participation in the Program, whether or not caused by the active or passive negligence of the Releasees. This release is not intended as an attempted release of claims of gross negligence or intentional acts by Releasees.

In the event that the release and hold harmless provision is held unenforceable for any reason, you agree to limit any damages claimed to the total paid to Dieter Langenecker for the Program.

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- l. **Accreditation:** In most countries, there exists no official accrediting institution or governing body in the life coaching industry. There are no regulations or required certifications to practice life coaching. Each coach is recommended to seek education and training to the degree he or she feels necessary, with the goal of being competent and professional. Dieter Langenecker is not aware of any requirements in any country. It is recommended that any coach who is concerned regarding this matter seek advice from his/her state or country.

## 5. Security

You acknowledge that there is an inherent risk in all forms of electronic communication, and communications between you and Dieter Langenecker may be unlawfully intercepted by third parties not under our control. Dieter Langenecker does not guarantee the security of any information transmitted via the Internet, telephone, video conference, or other electronic media. Any efforts you undertake to communicate with Dieter Langenecker are done at your own risk.

## **6. Legal Disputes**

These TOU shall be governed by and construed in accordance with the laws of Switzerland, without giving effect to its conflict of laws principles. The respective court nearest to Zurich, Switzerland shall have exclusive jurisdiction over any case or controversy arising from or relating to the Program or Content, including but not limited to Dieter Langenecker's Privacy Policy or these TOU. By using the Program or Content, you hereby submit to the exclusive jurisdiction and venue of these courts and consent irrevocably to personal jurisdiction in such courts and waive any defense of forum non conveniens. The prevailing party in any dispute between the parties arising out of or related to these TOU, whether resolved by negotiation, mediation, or litigation, shall be entitled to recover its attorneys' fees and costs from the other party.

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## **10. Entire Agreement; Modifications**

You expressly agree that these TOU are intended to be as broad and inclusive as permitted by the law of Switzerland, and that if any portion is held invalid, it is agreed that it will be severed and the balance shall continue in full legal force and effect. This is the entire agreement of the parties, and reflects a complete understanding of the parties with respect to the subject matter. This agreement supersedes all prior written and oral representations.

Dieter Langenecker may change, modify or update these TOU at any time. Any access or use of the Program or Content by you after Dieter Langenecker publicly posts or distributes such changes shall constitute consent of such modifications. If you have any questions or concerns about these Terms, contact [dl@langenecker.com](mailto:dl@langenecker.com).

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