

Terms, Waiver & Risk Acknowledgement

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Website: <https://jdathleticperformance.com.au>

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This page is a working draft and should be reviewed before accepting payments.

1. Overview

These Terms, Waiver & Risk Acknowledgement set out important information about JD Athletic Performance products and services. JD Athletic Performance is operated by a sole trader in the Australian Capital Territory, Australia.

Business name: JD Athletic Performance. Website: <https://jdathleticperformance.com.au>. Contact email: jack@jdathleticperformance.com.au. JD Athletic Performance is not currently registered for GST.

2. Who these terms apply to

These terms apply to people who access the website, purchase or use digital products, submit register interest forms, enquire about coaching, receive coaching services or act on behalf of an athlete.

They also apply to parents or legal guardians where the athlete is under 18.

3. Products and services

JD Athletic Performance may offer digital templates, downloadable Excel programs, digital workbook purchases, template-only strength and conditioning products, conditioning/running resources, online coaching through a coaching platform or delivery platform and team or group enquiries.

Some products may be available as one-off digital resources. Personalised services are subject to enquiry, onboarding and acceptance.

4. Digital products

Digital products may be delivered immediately by email, attachment or download link after payment. Customers are responsible for providing accurate email and purchase information, including the correct email address for delivery.

Digital products may include PDF templates, Excel-based program resources, training plans or related documents.

Template-only workbook purchases do not include individual coaching, feedback, program review, injury rehabilitation or access to an online coaching platform unless expressly stated.

5. Personalised coaching

Online coaching is enquiry/application-based and requires an enquiry, application or onboarding form before acceptance. Submitting an enquiry or onboarding form does not guarantee acceptance into a coaching service.

Payment links are sent privately after acceptance. Coaching payments may be processed through Stripe subscriptions or payment links.

Online coaching starts with an initial 3-month coaching period, billed monthly. This gives enough time to complete onboarding, build the initial training structure, review feedback and make meaningful adjustments across a training cycle. After the initial 3 months, coaching may continue month-to-month if both parties agree.

After the initial 3-month coaching period, coaching may be cancelled with at least 14 days' written notice before the next billing date, unless agreed otherwise in writing.

Coaching pauses may be considered in cases of injury, illness, travel or significant schedule changes. Pause requests should be made in writing and are approved at the discretion of JD Athletic Performance.

JD Athletic Performance may accept or decline coaching enquiries at its discretion, including where the service is not suitable, capacity is limited or more appropriate support should be sought elsewhere.

6. General training information only

Templates, downloadable programs, general website resources and online coaching provide training guidance. They are not medical advice, diagnosis, physiotherapy, rehabilitation, treatment or a substitute for advice from a doctor, physiotherapist or other qualified health professional.

7. Exercise risk acknowledgement

Strength training, running, conditioning and sport preparation involve risk. Possible risks include soreness, fatigue, injury, aggravation of existing issues or unexpected physical responses.

Training should be approached carefully and adjusted to the athlete's ability, context, equipment and environment.

8. Medical clearance and suitability

Users should seek medical, physiotherapy or allied health clearance before starting a program if they are injured, unwell, unsure, returning from injury, managing a condition or experiencing pain.

If there is any doubt about suitability, do not start or continue the program until appropriate advice has been obtained.

9. User responsibility

Users are responsible for training within their ability, using safe equipment and a suitable environment, and modifying or skipping sessions where needed.

Stop training and seek appropriate advice if pain, dizziness, chest pain, unusual shortness of breath, faintness or other unusual symptoms occur.

10. Minors and parent/guardian consent

If the athlete is under 18, a parent or legal guardian must review and accept these terms on the athlete's behalf. The parent or guardian is responsible for deciding whether the program or service is suitable for the athlete.

11. Refunds and Australian Consumer Law

Digital products may not be eligible for change-of-mind refunds once delivered, because access may be provided immediately by email or download link.

This does not limit any rights, guarantees or remedies that cannot be excluded under Australian Consumer Law.

12. No guarantee of results

Training outcomes vary between athletes. JD Athletic Performance does not guarantee a specific result, selection outcome, performance improvement, injury prevention outcome or return-to-play outcome.

13. Intellectual property

Templates, programs, Excel resources, documents, coaching notes and other resources are for personal use only unless agreed otherwise in writing.

They must not be copied, shared, resold, uploaded, distributed, modified for resale or used to coach other athletes without permission.

14. Third-party platforms

JD Athletic Performance may use third-party platforms including Stripe for payments, subscriptions and payment links; a coaching platform or delivery platform for coached program delivery; and Microsoft 365, Outlook, Resend or another email provider for communication and delivery.

Use of third-party platforms may be subject to their own terms, privacy policies and technical availability.

15. Limitation wording

To the extent permitted by law, JD Athletic Performance is not responsible for losses or issues caused by misuse of programs, unsafe training environments, failure to follow instructions, failure to seek appropriate medical advice or factors outside its reasonable control.

Nothing in these terms excludes, restricts or modifies rights, guarantees or remedies that cannot be excluded under Australian law, including Australian Consumer Law.

16. Governing law

These terms are governed by the laws of the Australian Capital Territory, Australia. Any dispute is to be handled according to applicable laws and processes in that jurisdiction, unless another law requires otherwise.

17. Contact

For questions about these terms, contact JD Athletic Performance at jack@jdathleticperformance.com.au.

Checkbox-ready acknowledgement text

I have read and agree to the Terms, Waiver & Risk Acknowledgement, and confirm I am 18+ or the parent/legal guardian of the athlete using this product or service.