

ATHLETE DEVELOPMENT AGREEMENT

Welcome to *Physique Training,* and congratulations on beginning your athlete development training program! We are delighted you chose Physique as a part of your commitment to developing your athletic skills. With the help of your athletic development coach, you will improve your skills and become a better athlete. The knowledge gained with your coach can be implemented on and off the field.

In order to maximize progress, it is important to follow program guidelines during supervised and (if applicable) unsupervised training days. Remember, exercise and healthy eating are EQUALLY important!

The following information will provide you with important program policies. Before getting started, please read and sign this form to acknowledge that you have read and understand the following information.

This Agreement is made and entered into on /\_ / , by and between Jamar Kent and:

Email

Athlete Name

Phone

Address City

Phone

Emergency Contact

(“Client”) and Trainer. In consideration of the mutual promises exchanged herein and other good and valuable consideration, the parties agree to the following:

1. **Commitment:** By purchasing Sessions, client is making a commitment to his/her development in the sport of choice. Athletes should follow the program and instructions of Coach to the best of their ability to maximize their

results and better achieve their skills. Remember, the ultimate results are up to the athlete: Coach will show athlete how to properly execute each drill and work his/her muscles correctly and encourage him/her to go to his/her safe limit, but Athlete is the only one who can make sure he/she works out consistently, eats properly, gets plenty of sleep, and lives a healthy lifestyle. Fitness Assessment and Orientation is provided at no charge, as long as one session from the program offerings is used. If no session takes place, you will be charged a customary

$20 fee for the assessment.

o **Specifics:** Coach and Athlete shall agree upon the time, program type, content, and location of athlete development training sessions (“Sessions”) at the rate set forth in this agreement.

1. **Length of Sessions:** Sessions will last approximately 60 minutes. Coach may opt to vary the length of sessions at his discretion.
2. **Punctuality:** Athlete shall be attired as discussed below and ready to train at the scheduled time. Failure to be prepared to train may result in a shortened session or possible cancellation of the Session under paragraph seven (7). If athlete anticipates running late, he/she should contact Coach as soon as possible.
3. **Attire:** Athlete must wear comfortable workout attire, including, but not limited to, t-shirts, shorts, tights, sweats, and/or tracksuits. Athletic shoes must be supportive and functional. Workout gloves are optional. Please do not hesitate to ask Coach for advice on what type of clothing and shoes are appropriate.
4. **Stopping Exercises:** Athlete may refuse or stop any exercise for any reason. It is Athlete’s responsibility to notify Coach of any discomfort or pain arising from or during exercise, as well as, any and all other known limitations Athlete has or experiences so that trainer may accommodate client and substitute another exercise to work that particular muscle group.
5. **Payment:** Payments are due on the 1st of every month. Monthly invoices will be sent out on the 25th prior to due date. If you have a month-to-month contract, you will be billed for each month in full. If you have a 3-month contract you will be billed for each month in full depending on the number of sessions per month. **Payments must be completed for all sessions under current contract before any new or renewal contract may be signed.** Trainer accepts cash, CashApp, GooglePay, Venmo, or PayPal only.
6. **Late Payments:** Payments are late after to 3rd of every month. A $50 late fee will be applied to invoice if payment has not been received (unless prior payment arrangements have been made). If Client’s payment is more than two weeks overdue, Trainer may suspend Sessions until Client’s outstanding invoice is current.
7. **Session Availability**: The last day to communicate session availability for the following month is by the 25th of every month. Invoices are sent the 26th of every month for the following month’s sessions. If you have a 3-month contract, session dates will be scheduled the same for the following months unless stated otherwise.
8. **Cancellation of Individual Sessions: Twenty-four (24) hour cancellation notice**, by phone, is required for rescheduling or cancelling any and all individual Sessions. Any and all cancellations, unless an acceptable emergency, with less than twenty-four (24) hours’ notice will result in forfeiture of the Session without refund. If Coach must cancel a Session, he will do so, by phone, with at least twenty-four (24) hours’ notice. Athlete will receive a *complimentary* Session for his/her inconvenience. This complimentary Session must be used within sixty

(30) days of the date of the cancelled Session. After thirty (30) days, the offer of a complimentary Session will expire.

1. **Cancellation and Refund of All Sessions: Athlete may cancel this contract** within four (4) business days after the day this contract was signed for a full refund of any and all monies paid under this contract.
2. **Cancellations:** Notice of cancellation must be made in writing and delivered to Coach for any and all cancellations of all Sessions or all remaining sessions established in contract. All refunds (if applicable) will be made to the customer within thirty (30) days of receipt of the cancellation notice.
3. **Contract Period:** You have a Month-to-Month or a 3-Month contract option. Your rate is guaranteed for the contract term from initial contract date until contract end date. After terms of contract has been met, trainer reserves the right to increase per session rate by a maximum of 10%. Rate guarantee is voided if client completes less than 1 training session in a 7 day period.
4. **Option to Renew:** By renewing a contract, Athlete acknowledges and agrees that Coach acted professionally in all prior sessions and would like to keep same rate by renewing previous contract agreement upon the same terms. If terms change, contract becomes negotiable.

**Term:** from Month to Month

**Number of Sessions:**  **Rate:** \_\_per Session

**Total Session Cost** $ \_\_\_

**Payments:**

o **Pay in Full: $**

|  |  |  |
| --- | --- | --- |
| o **Payment Arrangements: 1st Payment**  **2nd Payment** | **$ on or before Amount**  **$ on or before Amount** | **/ /**  **Due Date**  **/ /**  **Due Date** |
| **3rd Payment** | **$ on or before Amount** | **/ /**  **Due Date** |
| **4th Payment** | **$ on or before Amount** | **/ /**  **Due Date** |
| **5th Payment** | **$ on or before Amount** | **/ /**  **Due Date** |
| **6th Payment** | **$ on or before Amount** | **/ /**  **Due Date** |

**WE WISH YOU BEST OF LUCK ON YOUR NEW PHYSIQUE TRAINING PROGRAM!**

Participant’s signature Date

Parent/guardian signature (if needed) Date

Trainer’s signature Date

# COVID-19 SAFETY ACKNOWLEDGEMENT -- LIABILITY WAIVER AND RELEASE OF CLAIMS

**COVID-19 SAFETY INFORMATION:**

While participating in events held or sponsored by the American Cancer Society, Inc., (“ACS”) “social distancing” must be practiced and face coverings worn at all times to reduce the risks of exposure to COVID-

19. Because COVID-19 is extremely contagious and is spread mainly from person-to-person contact, ACS has put in place preventative measures to reduce the spread of COVID-19. However, ACS cannot guarantee that its participants, volunteers, partners, or others in attendance will not become infected with COVID-19.

In light of the ongoing spread of COVID-19, individuals who fall within any of the categories below should not engage in ACS events and/or other face to face fundraising activities. By attending an ACS event, you certify that you do not fall into any of the following categories:

1. Individuals who currently or within the past fourteen (14) days have experienced any symptoms associated with COVID-19, which include fever, cough, and shortness of breath among others;
2. Individuals who have traveled at any point in the past fourteen (14) days either internationally or to a community in the U.S. that has experienced or is experiencing sustained community spread of COVID-19; or
3. Individuals who believe that they may have been exposed to a confirmed or suspected case of COVID- 19 or have been diagnosed with COVID-19 and are not yet cleared as non-contagious by state or local public health authorities or the health care team responsible for their treatment.

# DUTY TO SELF-MONITOR:

Participants and volunteers agree to self-monitor for signs and symptoms of COVID-19 (symptoms typically include fever, cough, and shortness of breath) and, contact ACS at [coronavirus@cancer.org](mailto:coronavirus@cancer.org) if he/she experiences symptoms of COVID-19 within 14 days after participating or volunteering with ACS.

# LIABILITY WAIVER AND RELEASE OF CLAIMS:

I acknowledge that I derive personal satisfaction and a benefit by virtue of my participation and/or voluntarism with ACS, and I willingly engage in ACS events and/or other fundraising activities (the “Activity”).

**RELEASE AND WAIVER**. I HEREBY RELEASE, WAIVE AND FOREVER DISCHARGE ANY AND ALL LIABILITY, CLAIMS, AND DEMANDS OF WHATEVER KIND OR NATURE AGAINST THE AMERICAN CANCER SOCIETY AND ITS AFFILIATED PARTNERS AND SPONSORS, INCLUDING IN EACH CASE, WITHOUT LIMITATION, THEIR DIRECTORS, OFFICERS, EMPLOYEES, VOLUNTEERS, AND AGENTS (THE “RELEASED PARTIES”), EITHER IN LAW OR IN EQUITY, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, INCLUDING BUT NOT LIMITED TO DAMAGES OR LOSSES CAUSED BY THE NEGLIGENCE, FAULT OR CONDUCT OF ANY KIND ON THE PART OF THE RELEASED PARTIES, INCLUDING BUT NOT LIMITED TO DEATH, BODILY INJURY, ILLNESS, ECONOMIC LOSS OR OUT OF POCKET EXPENSES, OR LOSS OR DAMAGE TO PROPERTY, WHICH I, MY HEIRS, ASSIGNEES, NEXT OF KIN AND/OR LEGALLY APPOINTED OR DESIGNATED REPRESENTATIVES, MAY HAVE OR WHICH MAY HEREINAFTER ACCRUE ON MY BEHALF, WHICH ARISE OR MAY HEREAFTER ARISE FROM MY PARTICIPATION WITH THE ACTIVITY.

**ASSUMPTION OF THE RISK**. I acknowledge and understand the following:

* 1. Participation includes possible exposure to and illness from infectious diseases including but not limited to COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist;
  2. I knowingly and freely assume all such risks related to illness and infectious diseases, such as COVID- 19, even if arising from the negligence or fault of the Released Parties; and
  3. I hereby knowingly assume the risk of injury, harm and loss associated with the Activity, including any injury, harm and loss caused by the negligence, fault or conduct of any kind on the part of the Released Parties.

**MEDICAL ACKNOWLEDGMENT AND RELEASE.** I acknowledge the health risks associated with the Activity, including but not limited to transient dizziness, lightheaded, fainting, nausea, muscle cramping, musculoskeletal injury, joint pains, sprains and strains, heart attack, stroke, or sudden death. I agree that if I experience any of these or any other symptoms during the Activity, I will discontinue my participation immediately and seek appropriate medical attention. I DO HEREBY RELEASE AND FOREVER DISCHARGE

THE RELEASED PARTIES FROM ANY CLAIM WHATSOEVER WHICH ARISES OR MAY HEREAFTER ARISE ON ACCOUNT OF ANY FIRST AID, TREATMENT, OR SERVICE RENDERED IN CONNECTION WITH MY PARTICIPATION IN THE ACTIVITY.

As a participant, volunteer, or attendee, You recognize that your participation, involvement and/or attendance at any American Cancer Society fundraising event or activity (“Activity”) is voluntary and may result in personal injury (including death) and/or property damage. By attending, observing or participating in the Activity, You acknowledge and assume all risks and dangers associated with your participation and/or attendance at the Activity, and You agree that: (a) the American Cancer Society, Inc. (b) the property or site owner of the Activity, and (c) all past, present and future affiliates, successors, assigns, employees, volunteers, vendors, partners, directors, and officers, of such entities (subsections (a) through (c), collectively, the "Released Parties"), will not be responsible for any personal injury (including death), property damage, or other loss suffered as a result of your participation in, attendance at, and/or observation of the Activity, regardless if any such injuries or losses are caused by the negligence of any of the Released Parties (collectively, the "Released Claims"). BY ATTENDING AND/OR PARTICIPATING IN THE ACTIVITY, YOU ARE DEEMED TO HAVE GIVEN A FULL RELEASE OF LIABILITY TO THE RELEASED PARTIES TO THE FULLEST EXTENT PERMITTED BY LAW.

Participant’s signature Date

Parent/guardian signature (if needed) Date

Trainer’s signature Date