



## COACHING AGREEMENT

Please download pdf, sign where indicated, sign, and send to [scottapex1998@yahoo.com](mailto:scottapex1998@yahoo.com).

This Agreement is entered into between SDA Training and Nutrition, LLC (the “Coach”) \_\_\_\_\_ (the “Client”).

The details of your customized coaching plan are made a part of this agreement (the “Agreement”). Client hereby agrees to the following:

### COACHING

Welcome to online coaching. It is my hope that we can help you reach your goals and improve your health. With any of the work we do, I want to be clear that I am not prescribing any medications, or trying to treat or cure any illnesses. Only a medical physician can do this.

### FEES AND PAYMENT

Client agrees to pay a total of \$375 (the “Monthly Fee”) for 3 months of coaching pursuant to this Agreement (the “Initial Term”). Payments are paid Monthly prior to the month of service

### PRIVACY

Client information and records are confidential unless the Coach receives your advance permission to disclose or except as required by law. All conversations and information exchanged between Client and Coach is confidential. If Coach would like to post a picture of Client to Coach's social media, Coach will get oral or written permission from Client first.

### **COACH RESPONSIBILITIES**

Coach will respond to emails within a reasonable period of time after Coach's receipt.

There are times when responses will be delayed, including but not limited to due to travel. In the event that a quick response is needed, Client agrees to put URGENT in the subject line of the email. Please do your best to adhere to your check in times. If you need to change your check-in day, please let me know.

### **CLIENT RESPONSIBILITIES**

Client agrees to cooperate in completing the initial questionnaires/food logs/other assessment material in a timely manner so productive coaching can occur. Client will check in at the appropriate agreed upon time (once per week). Client also agrees to a minimum of three months of coaching, which will commence on the date of this Agreement. Client has the sole responsibility to contact Client's physician for a complete physical examination and physician approval for participation in receiving services under this Agreement prior to Client's execution of this Agreement. Client understands and acknowledges that this is a fitness program with guidelines, so there can be no guarantees or guaranteed results of any kind. Client agrees to accept all risks involved with respect to the services provided under this Agreement and recommendations received by Coach. You agree to hold harmless and indemnify Coach and its representatives from any liability whatsoever resulting from Client's participation in coaching activities, including but not limited to medical expenses. Client accepts the risk of any decision, action or outcome based on the coaching relationship established under this Agreement. Client acknowledges that expectations and results or participation in coaching activities vary among individuals and that each individual may not receive the same benefit. Client agrees that Coach may discontinue services under this Agreement upon notification to you in writing for any reason, including but not limited to the following: Client's failure to cooperate to the best of your ability in the activities and schedules or non-payment of fees when due under this Agreement. This Agreement shall automatically renew every twelve (12) weeks, and at each such renewal Client shall pay an additional amount to Coach equal to the Fee, unless Client provides at least a two (2) week termination notice to Coach, and such termination may only occur after the Initial Term.

Coach's representatives are not medical doctors or registered dietitians. The services provided under this Agreement should not be taken as medical advice. It is not intended to diagnose, treat, cure, or prevent any health problem, nor is it intended to replace the advice of a physician. Client agrees to always consult Client's physician and qualified health professionals on any and all matters regarding your health. All documents included or exchanged between Coach and the Client are not be copied, sold or redistributed without consent of Coach.

### **WAIVER, RELEASE OF LIABILITY, GOVERNING LAW, AND VENUE**

In consideration of the risk of injury while participating in Coaching with Coach and as consideration for the right to participate in the Coaching, Client hereby, for themselves and their spouses, dependents, heirs, executors, administrators, successors, assigns, or personal representatives, knowingly and voluntarily enter into this waiver and release of liability and hereby waive any and all rights, claims or causes of action of any kind whatsoever under this Agreement against Coach and its affiliates, employees, members, and representatives, including but not limited to claims arising out of Client's participation in the Coaching.

Client hereby releases and forever discharges Coach and its affiliates, employees, members and representatives, for any physical or psychological injury, including but not limited to illness, paralysis, death, damages, economical or emotional loss, that Client may suffer in connection with or as a result of Client's participation in the Coaching, including traveling to and from an event related to the Coaching.

CLIENT IS VOLUNTARILY PARTICIPATING IN THE AFOREMENTIONED ACTIVITY AND CLIENT IS PARTICIPATING IN THE ACTIVITY ENTIRELY AT CLIENT'S OWN RISK. CLIENT IS AWARE OF THE RISKS ASSOCIATED WITH TRAVELING TO AND FROM AS WELL AS PARTICIPATING IN THIS ACTIVITY, WHICH MAY INCLUDE, BUT ARE NOT LIMITED TO, PHYSICAL OR PSYCHOLOGICAL INJURY, PAIN, SUFFERING, ILLNESS, DISFIGUREMENT, TEMPORARY OR PERMANENT DISABILITY (INCLUDING PARALYSIS), ECONOMIC OR EMOTIONAL LOSS, AND DEATH. CLIENT UNDERSTAND THAT THESE INJURIES OR OUTCOMES MAY ARISE FROM MY OWN OR OTHERS' NEGLIGENCE, CONDITIONS RELATED TO TRAVEL, OR THE CONDITION OF THE ACTIVITY LOCATION(S). NONETHELESS, CLIENT ASSUMES ALL RELATED RISKS, BOTH KNOWN OR UNKNOWN TO CLIENT, OF CLIENT'S PARTICIPATION IN THIS ACTIVITY, INCLUDING TRAVEL TO, FROM AND DURING THIS ACTIVITY.

I agree to indemnify and hold harmless Coach and its affiliates, employees, members, and representatives from any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by Client or their spouses, dependents, heirs, executors, administrators, successors, assigns, or personal representatives, including attorney's fees and any related costs, against Coach or its affiliates, employees, members, or representatives. If Coach incurs any of the aforementioned expenses, Client agree to reimburse Coach immediately upon Coach's written notice to Client.

Client acknowledges that Coach and its directors, officers, volunteers, representatives and agents are not responsible for errors, omissions, acts or failures to act of any party or entity conducting a specific event or activity on behalf of Coach.

CLIENT ACKNOWLEDGES THAT THIS ACTIVITY MAY INVOLVE A TEST OF A PERSON'S PHYSICAL AND MENTAL LIMITS AND MAY CARRY WITH IT THE POTENTIAL FOR DEATH, SERIOUS INJURY, AND PROPERTY LOSS. The risks may include, but are not limited to, those caused by terrain, facilities, temperature, weather, lack of hydration, condition of participants, equipment, vehicular traffic and actions of others, including but not limited to, participants, volunteers, spectators, coaches, event officials and event monitors, and/or producers of an event.

CLIENT ACKNOWLEDGES THAT CLIENT HAS CAREFULLY READ THIS AGREEMENT, AND ALL OF THE TERMS HEREIN, INCLUDING BUT NOT LIMITED TO THE SUBSECTION TITLED "WAIVER AND RELEASE OF LIABILITY", AND FULLY UNDERSTANDS THAT IT IS A COMPLETE RELEASE OF LIABILITY. FURTHER, CLIENT EXPRESSLY AGREES TO RELEASE AND DISCHARGE COACH AND ALL OF ITS AFFILIATES, MANAGERS, MEMBERS, AGENTS, ATTORNEYS, STAFF, VOLUNTEERS, HEIRS, REPRESENTATIVES, PREDECESSORS, SUCCESSORS AND ASSIGNS, FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION, INCLUDING BUT NOT LIMITED TO IN CONNECTION WITH THE COACHING SERVICES UNDER THIS AGREEMENT, AND CLIENT AGREES TO VOLUNTARILY GIVE UP OR WAIVE

ANY RIGHT THAT CLIENT OTHERWISE MAY HAVE TO BRING A LEGAL ACTION AGAINST COACH AND ALL OF ITS AFFILIATES, MANAGERS, MEMBERS, AGENTS, ATTORNEYS, STAFF, VOLUNTEERS, HEIRS, REPRESENTATIVES, PREDECESSORS, SUCCESSORS AND ASSIGNS FOR PERSONAL INJURY OR PROPERTY DAMAGE OF ANY KIND.

For the avoidance of doubt, to the extent that statute or case law does not prohibit releases for negligence, this release is also for negligence on the part of Coach, its agents, and employees.

In the event that Client should require medical care or treatment for any reason, Client agrees to be financially responsible for any costs incurred as a result of such treatment. Client is aware and understands that Client should have its own health insurance policy in effect prior to execution of this Agreement and at all times while receiving Coaching.

In the event that any damage to equipment or facilities occurs as a result of Client's or Client's family's willful actions, neglect or recklessness, Client acknowledges and agrees to be held liable for any and all costs associated with any such actions.

This Agreement was entered into at arm's-length, without duress or coercion, and is to be interpreted as an agreement between two parties of equal bargaining strength. Both the Client and Coach agree that this Agreement is clear and unambiguous as to its terms, and that no other evidence will be used or admitted to alter or explain the terms of this Agreement, but that it will be interpreted based on the language of this Agreement in accordance with the purposes for which it is entered into.

In the event that any provision contained within this Agreement shall be deemed to be severable or invalid, or if any term, condition, phrase or portion of this Agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of this Agreement shall remain in full force and effect, so long as the clause severed does not affect the intent of the Coach and Client.

If a court should find that any provision of this Agreement to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed and enforced as so limited.

Client agrees that any dispute, controversy, or claim arising out of or relating in any way to the Agreement, including without limitation any dispute concerning the construction, validity, interpretation, enforceability, or breach of this Agreement, shall be exclusively resolved by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules. The place of the arbitration shall be in Palm Beach County, Florida. This Agreement shall be construed and enforced in accordance with, and all questions concerning the construction, validity, interpretation and performance of this Agreement shall be governed by, the internal laws of the State of Florida, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Florida or any other jurisdictions) that would cause the application of the laws of any jurisdictions other than the State of Florida. In the event of a claim arising out of or relating in any way to the Agreement, the complaining party shall notify the other party in writing thereof through a demand for arbitration which shall be made within a reasonable time after the claim has arisen, and in no event shall it be made after two years from when the aggrieved party knew or should have

known of the claim. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. This arbitration clause shall also apply to any dispute, controversy, or claim between the Client and any third party with whom the Coach contracts in order to perform its obligations or exercise its rights under this Agreement.

CLIENT UNDERSTANDS AND AGREES THAT THE CLIENT AND THE COACH ARE WAIVING THE RIGHT TO A JURY TRIAL OR TRIAL BEFORE A JUDGE IN A PUBLIC COURT. NEITHER THE CLIENT NOR THE COACH SHALL BE ENTITLED TO JOIN OR CONSOLIDATE DISPUTES BY OR AGAINST OTHERS IN ANY ARBITRATION, OR TO INCLUDE IN ANY ARBITRATION ANY DISPUTE AS A REPRESENTATIVE OR MEMBER OF A CLASS, OR TO ACT IN ANY ARBITRATION IN THE INTEREST OF THE GENERAL PUBLIC OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.

Without modifying the Client's and Coach's obligations to resolve disputes hereunder pursuant to arbitration as provided in this Agreement, for any litigation arising in connection with this Agreement for any reason, Client and Coach each hereby consent to and expressly submits to the exclusive personal jurisdiction of any state or federal court sitting in Palm Beach County, Florida, and expressly submits to the exclusive venue of such courts for the purposes hereof.

Client, the undersigned participant, affirms that Client is at least 18 years old or older, and that Client is freely signing this Agreement. Client certifies that Client has read this agreement, that Client fully understand its contents, and that this Agreement may only be amended or modified in writing signed by Coach and Client. Client is aware that this Agreement includes a full release of liability, and represents and warrants that Client is signing it of Client's own free will.

Client's Name:

Client's Address:

Signature:

Date:

#### PARENT / GUARDIAN WAIVER FOR MINORS

In the event that the participant is under the age of consent (18 years of age), then this release must be signed by a parent or guardian, as follows:

I hereby certify that I am the parent or guardian of \_\_\_\_\_, named above, and do hereby give my consent without reservation to the foregoing on behalf of this individual.

Parent / Guardian Name:

Relationship to Minor:

Signature:

Date:

ACCEPTED AND AGREED:

SDA Training and Nutrition, LLC

By: \_\_\_\_\_

Name: Scott Appelbaum

Title: Member

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