

## ATHLETE SERVICES AGREEMENT

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**THIS ATHLETE SERVICES AGREEMENT** (“**Agreement**”) is by and between Carmichael Training Systems, Inc., a Delaware corporation, located at 1319 West Colorado Avenue, Colorado Springs, CO 80904 (“**Company**”), and the individual identified in the signature block (“**Athlete**”), and is effective as of the date of signing by Athlete (“**Effective Date**”). Company provides a range of personal coaching, training camps, classes, and other related services (collectively, “**Services**”), and Company agrees to provide the Services to Athlete, and Athlete agrees to engage the Services from Company, under the terms and conditions set forth in this Agreement.

### A. TERMS OF SERVICE APPLICABLE TO COACHING SERVICES.

**1. Services Fees.** The fees for Services are payable in advance each calendar month by debit card, credit card, or charge card. By signing this Agreement, Athlete is authorizing Company to charge, on a recurring basis, the card on file for the Services provided. Athlete is responsible for updating the card on file with Company to avoid any disruptions in Services due to non-payment. Company reserves the right to discontinue or suspend Services for non-payment and, if necessary, send Athlete’s account to a collection agency.

**2. Registration Fee.** If applicable to provision of the Services, then the registration fee is payable upon signing this Agreement and is non-refundable.

**3. Term.** The initial term of this Agreement is the duration of the Services package Athlete selected during registration. The available Services packages are either: (a) a 12-month term Agreement; or (b) a month-to-month Agreement.

**4. Renewal.** For a 12-month Agreement, upon completion of the initial term and each successive term, this Agreement shall renew automatically for an additional 12-month term, unless notice of non-renewal is provided by Athlete in writing to Company at [athleteservices@trainright.com](mailto:athleteservices@trainright.com), no later than 14 calendar days prior to the then-current term renewal date. For a month-to-month Agreement, this Agreement shall automatically renew every month, unless terminated per **Section A., Paragraph 6., Termination by Athlete of Month-to-Month Term Agreement**.

#### **5. Termination by Athlete of 12-Month Term Agreement.**

**a. First 30 Days.** If Athlete is dissatisfied with the Services performed by Company, then Athlete may terminate this Agreement during the first 30 days from the commencement of Services of the initial term, and Athlete may request a refund of the first monthly fee and terminate this Agreement; provided, however, that Athlete submits notice of termination in writing to Company at [athleteservices@trainright.com](mailto:athleteservices@trainright.com) no later than 30 days from the commencement of Services. The refund applies only to the Services fee. Any registration fee paid will not be refunded. All coaching package features and benefits must be redeemed while the athlete is active and in a valid agreement term.

**b. Days 31 to 90.** Athlete may terminate this Agreement within days 31 to 90 from the commencement of Services of the initial term with no penalty; provided, however, that Athlete submits notice of termination in writing to Company at [athleteservices@trainright.com](mailto:athleteservices@trainright.com) no later than 90 days from the commencement of Services of the initial term. The refund described in **Section A, Paragraph 5.a., First 30 Days**, does not apply. Any registration fee paid will not be refunded. All coaching package features and benefits must be redeemed while the athlete is active and in a valid agreement term.

**c. After 90 Days.** Athlete may terminate this Agreement after 90 days from the commencement of Services of the initial term; provided, however, that Athlete submits notice of termination in writing to Company at [athleteservices@trainright.com](mailto:athleteservices@trainright.com) no later than the last day of the then-current month during which Services are being provided to Athlete, and Athlete will be charged a cancellation fee equal to 1 month of the then-current fees for Service. Any registration fee paid will not be refunded. All coaching package features and benefits must be redeemed while the athlete is active and in a valid agreement term.

**d. Prepaid Services.** If Athlete has prepaid for Services, then upon termination of this Agreement, the remaining prepaid Services, after assessment of any applicable cancellation fee, will be issued as a credit to Athlete's card on file. Any registration fee paid will not be refunded. All coaching package features and benefits must be redeemed while the athlete is active and in a valid agreement term.

## **6. Termination by Athlete of Month-to-Month Term Agreement.**

**a. First 30 Days.** If Athlete is dissatisfied with the Services performed by Company, then Athlete may terminate this Agreement during the first 30 days from the commencement of Services, and Athlete may request a refund of the first monthly fee and terminate this Agreement; provided, however, that Athlete submits notice of termination in writing to Company at [athleteservices@trainright.com](mailto:athleteservices@trainright.com) no later than 30 days from the commencement of Services. The refund applies only to the Services fee. Any registration fee paid will not be refunded. All coaching package features and benefits must be redeemed while the athlete is active and in a valid agreement term.

**b. After 30 Days.** After 30 days from the commencement of Services, Athlete may terminate this Agreement upon written notice to Company at [athleteservices@trainright.com](mailto:athleteservices@trainright.com). To cancel Services commencing effective for the following month, Athlete must provide written notice to Company a minimum of 7 days prior to Athlete's billing date for Services. The written notice of termination must come from Athlete and cannot come from Athlete's coach. After 30 days from the commencement of Services, no portion of any monthly payment can be refunded, prorated, or credited to other Services or Company products, nor transferred to another Athlete under contract with Company. Any registration fee paid will not be refunded. All coaching package features and benefits must be redeemed while the athlete is active and in a valid agreement term.

**c. Resumption of Services.** Any request by Athlete for a break from Services will be treated as a notice of termination per, and the request must be done in compliance with, this **Section A., Paragraph 6., Termination by Athlete of Month-to-Month Term Agreement**. Athlete may resume Services when Athlete is ready by signing up on the Company website ([www.trainright.com](http://www.trainright.com)), or by contacting Company at [athleteservices@trainright.com](mailto:athleteservices@trainright.com). Upon resuming Services, Athlete shall pay the then-current registration fee.

**7. Termination by Company.** Company may terminate this Agreement at any time upon 5-days prior written notice to Athlete. If Company terminates this Agreement, then no cancellation fee will be assessed to Athlete. Any registration fee paid will not be refunded. All coaching package features and benefits must be redeemed while the athlete is active and in a valid agreement term.

**8. Reservation of Rights.** Upon termination of this Agreement by either party, Company reserves the right, at Company's sole discretion, not to renew or resume this Agreement, and not to enter into another Agreement with Athlete.

## **B. TERMS OF SERVICE APPLICABLE TO CAMP AND BUCKET LIST EVENTS SERVICES**

**1. Deposit Fee.** The deposit fee for the Services is due at the time of registration. The deposit fee is non-refundable and cannot be credited to other Services or Company products, nor transferred to another Athlete under contract with Company.

**2. Camp Fees and Cancellation Policy.** Unless otherwise stated in writing from Company to Athlete, the remaining balance due for Services will be charged automatically to the debit card, credit card, or charge card on file with Company 45 days prior to the first day of Services. Cancellations within and including 45 days prior to the first day of Services are subject to a cancellation fee of 100% of the Services price. The cancellation fee is non-refundable and cannot be credited to other Services or Company products, nor transferred to another Athlete under contract with Company.

**3. Bucket List Events Fees and Cancellation Policy.** Unless otherwise stated in writing from Company to Athlete, the remaining balance due for Services will be charged automatically to the debit card, credit card, or charge card on file with Company in two equal installment payments as follows: (a) the first installment payment will be charged 90 days prior to the first day of Services; and (b) the second installment payment will be charged 45 days prior to the first day of Services. Cancellations within and including 45 days prior to the first day of Services are subject to a cancellation fee of 100% of the Services price. Cancellations within and including 46 to 90 days prior to the first day of Services are subject to a cancellation fee equal to the first installment payment for the Services. The cancellation fee is non-refundable and cannot be credited to other Services or Company products, nor transferred to another Athlete under contract with Company.

### **4. General Policies.**

**a. Fees.** All fees paid by Athlete will be applied to the Services for which Athlete is registered.

**b. Cancellation by Athlete.** Exceptions to the cancellation policies of this **Section B., Terms of Service Applicable to Camp and Bucket List Events Services**, cannot be made for any reason.

**c. Cancellation by Company.** Company reserves the right to cancel the Services at any time. If Company cancels the Services, then, at Company's sole discretion, Company will either: (i) issue Athlete a refund for any money paid to Company, to the card on file with Company, within 45 days of the cancellation date, or (ii) reschedule the Services and apply any money paid to Company by Athlete to the rescheduled Services provided to Athlete. Company is not responsible for expenses incurred by Athlete and associated with planning Athlete's trip to attend and participate in the Services, such expenses including, without limitation, airfare, lodging, meals, and transportation.

**d. Rescheduling.** The Services will be conducted based on the scheduled dates posted on Company's website at [www.trainright.com](http://www.trainright.com); however, if Company cancels the Services per this **Section B., Terms of Service Applicable to Camp and Bucket List Events Services**, then Company reserves the right, at Company's sole discretion, to reschedule the Services.

**e. Discounts.** There are no discounts, refunds, or exchanges associated with, or provided to, Athlete for skipping or missing any portion of the Services, including, without limitation, meals, lectures, or rides.

**f. Dissatisfaction.** If Athlete is not satisfied with the Services, then Athlete must notify a Company representative (either a coach, or a manager for the camp or bucket list event)

as soon as possible **DURING** the Services. Company will make a considerable effort to remedy any issues with the Services. Refunds will not be issued for Services after the Services have commenced.

**g. Rules.** Services for bucket list events may have specific rules in addition to, or different from, this Agreement, and such rules will be posted on Company's website at [www.trainright.com](http://www.trainright.com), and the rules are incorporated herein by reference.

## **C. TERMS OF SERVICE APPLICABLE TO À LA CARTE SERVICES**

**1. À la Carte Services and Payment.** "À la Carte Services" include private camp services, testing services, lab services, evaluation services, coaching consultation services, and fees associated with these services. Full payment for À la Carte Services is due and payable by debit card, credit card, or charge card at the time of registration. The only exception is for coaching consultation services, and a deposit to register is due by debit card, credit card, or charge card at the time of registration; and final payment for coaching consultation services will be billed to the card on file with Company upon completion of a coaching consultation services. No refunds will be issued after À la carte Services have been provided.

**2. Rescheduling.** If Athlete needs to reschedule À la carte Services, then all reschedule requests must be provided to Company in writing at [athleteservices@trainright.com](mailto:athleteservices@trainright.com) no less than 7 days prior to the commencement of the scheduled À la carte Services. Athlete may reschedule À la Carte Services **only one time**.

**3. Cancellation Fees.** Cancellation within and including 15 days prior to the first day of Services is subject to a cancellation fee of 100% of the À la carte Services price. Cancellation within and including 16-30 days prior to the first day of À la carte Services is subject to a cancellation fee of 50% of the À la carte Services price. Cancellation within and including 31 or more days prior to the first day of À la carte Services is not subject to a cancellation fee, and the Services price will be refunded in full to the card on file with Company. Notwithstanding the foregoing, cancellation of **rescheduled** Services is subject to a cancellation fee of 100% of the À la carte Services price. The cancellation fee is non-refundable and cannot be credited to other Services or Company products, nor transferred to another Athlete under contract with Company.

**4. Expenses.** Company is not responsible for expenses incurred by Athlete and associated with Athlete's attendance and participation in the scheduled À la Carte Services, including, without limitation, either Athlete's or Company's cancellation of the À la Carte Services, or equipment malfunction.

**5. Schedule.** Athlete must arrive on time, dressed, and ready to begin, per the schedule provided in advance by Company. Athlete is expected to arrive a minimum of 15 minutes prior to the À la carte Services start time. Athlete will be charged a \$50.00 late fee if Athlete's arrival time is equal to or greater than 10 minutes after the À la carte Services start time.

**6. Equipment Malfunction.** Company is not liable for any technical issues or equipment malfunction. In the event of any technical issue or malfunction, Athlete will be issued a full refund to the card on file with Company for any À la carte Services not performed.

**7. Termination of Services by Company.** Company reserves the right to suspend or cancel À la Carte Services at any time, for any reason. In the event of cancellation by Company, Athlete will be issued a full refund to the card on file with Company for any À la Carte Services not provided by Company. The cancellation fee cannot be credited to other Services or Company products, nor transferred to another Athlete under contract with Company.

#### **D. GENERAL PROVISIONS APPLICABLE TO ALL SERVICES.**

**1. Services.** The Services engaged by Athlete from Company under this Agreement are not transferable by Athlete to another party.

**2. Athlete Equipment Handling and Storage.** Company is not liable for any loss, damage, or injury related to the assembly, handling, or packing of Athlete's equipment, including, without limitation bicycles, gear, clothing, and personal property ("**Equipment**"). Company is not liable for any damage to, or theft of, Athlete's Equipment while stored in a Company training facility, or camp or bucket list event location. Athlete is solely responsible to maintain adequate insurance for Equipment. Athlete is responsible for arriving to the Services location with the necessary Equipment. In no event will fees for Services be refunded to Athlete due to a lack of Equipment.

**3. Athlete Responsibilities.** Athlete agrees to abide by all policies and regulations of applicable industry associations and national governing bodies regarding the nonuse of performance enhancing drugs, including any banned substances.

**4. Company Independent Contractors.** Services may be provided on Company's behalf by independent contractors. The independent contractors are independent from Company, and are governed by their respective state licensing authority, if applicable. The use by Athlete of Services provided by independent contractors is voluntary, and Athlete indemnifies, releases, and holds harmless Company from and against any liability, claim, loss, or injury associated with Services.

**5. Confidentiality.** Athlete agrees that Services provided under this Agreement are strictly confidential and may not be disclosed to any third party without the express written consent of Company, including without limitation, any materials provided to Athlete by Company, the techniques and methodologies used by Company in providing Services under this Agreement, and the substance of communications between Company and Athlete. Athlete agrees that Athlete shall not reproduce any materials provided to Athlete by Company, and that Athlete will not remove any proprietary markings from materials provided to Athlete from Company, including any confidentiality notices, or copyright notices. Athlete understands and agrees that Company is the sole and exclusive owner of all concepts, programs, ideas, materials, copyrights, trademarks, and other intellectual property rights associated with the Services.

**6. Assumption of Risk.** Athlete represents and agrees that Athlete is at least 18 years of age. Athlete understands and agrees that participation in the Services is voluntary; the Services may require intense physical activity; and that such participation carries with it certain and inherent and unavoidable risks, including, without limitation, an increased risk of serious illness, injury, paralysis, or even death. With full awareness of such risks, Athlete agrees that Athlete assumes the risk of participating in the Services. Athlete represents and agrees that Athlete is physically fit and sufficiently trained for participation in the Services, that Athlete has not been advised against participation by a qualified health professional, and that Athlete currently suffers from no physical or mental condition that would impair Athlete's ability to fully participate in the Services. Athlete agrees that Athlete is voluntarily participating in the Services, whether currently, or in the future, with the knowledge of the numerous risks and dangers involved and that Company shall bear no responsibility or liability, including, without limitation, for: (a) negligence in any manner on the part of Company in the conduct or arrangement of the Services, (b), Equipment, including without limitation, selection, assembly, shipping, packing, handling, storage, failures, or maintenance; (c) the maintenance or operation of any van or other motor vehicle utilized to transport Athlete, or any other transportation failure, regardless of the mode of transportation; (d) physical exertion for which Athlete is not prepared; (e) risk associated with food, impure water, or other beverages; (f)

criminal activity; (g) dangers associated with wild or other animals; (h) high altitude, accident, or illness without access to means of rapid evacuation, or availability of medical supplies or services, or the availability or adequacy of medical attention once provided; or (i) lost, stolen, or misplaced luggage or property. Athlete acknowledges and agrees that the enjoyment derived from participating in the Services and the inherent risks assumed are beyond the accepted safety of life at home or work. Athlete understands and agrees to be responsible for Athlete's own welfare and accepts all risk of delay, unanticipated events, inconvenience, illness, injury, emotional trauma, or death. Athlete understands and agrees that Athlete is solely responsible for arranging any lodging, transportation, equipment, and other related travel accommodations, and for all expenses needed by Athlete to participate in the Services ("**Athlete Expenses**"). Company is not liable for any Athlete Expenses for any reason, including, without limitation, cancellation of the Services. Athlete understands and acknowledges that Company makes no warranties of any kind, express or implied, and does not guarantee individual results, and that Athlete, not Company, is personally responsible for the achievement of individual performance goals.

**7. Waiver, Release of Liability, and Indemnification.** Athlete fully discharges and covenants to Company that Athlete, nor any other party on behalf of Athlete, will sue or threaten to sue Company and agrees to indemnify, save, and hold harmless Company, Company's representatives, directors, agents, employees, officers, volunteers, other athletes, any sponsors, advertisers, and, if applicable, owners and lessors of the premises on which the Services may take place (collectively, "**Released Parties**") from all liability, claims, demands, losses, or damages on Athlete's account caused, or alleged to be caused, in whole or in part, by the negligence of Released Parties or otherwise, including negligent rescue operations. In consideration of Company's acceptance of Athlete's request to participate in the Services, Athlete indemnifies, releases, and forever discharges Company and any Company representative from any liability, claims, losses, costs, or expenses, and waives the right to pursue legal action against Company arising directly or indirectly from Athlete's participation in the Services, including claims or damages resulting from death, personal injury, partial or permanent disability, or property damage, medical or economic losses, including attorney fees and costs, whether caused in whole or in part from the Services or any instruction or training associated with the Services, and whether based upon the breach of any express or implied warranty, negligence, or under any other legal theory. This waiver, release, and indemnification shall be binding upon Athlete's heirs, assignees, successors, and personal representatives.

**8. Requirements to Obtain Services if Under the Age of 18.** For participation in Services of individuals under the age of 18, a written agreement executed by a parent or legal guardian is required. For purposes of this Agreement, the term "Athlete" shall include the parent or legal guardian. Further, Athlete agrees that if, despite the release hereunder, the minor Athlete or anyone on the minor Athlete's behalf makes a claim against any of the Released Parties, then the minor Athlete, and the minor Athlete's parent or legal guardian will indemnify, save, and hold harmless each of the Released Parties from any liabilities including, without limitation, litigation expenses, attorney fees and costs, damage, or costs incurred as a result of, or in any way, associated with any such claim, per **Section D., Paragraph 8., Waiver, Release of Liability, and Indemnification**.

**9. Applicable Law and Forum.** This Agreement is entered into in the State of Colorado and shall be governed by and construed in accordance with the laws of the State of Colorado, without regard to conflicts of law principles. The Parties agree that any legal dispute over the enforcement or validity of this Agreement shall be brought exclusively in an appropriate court

for the State of Colorado, or the applicable United States District Court, and the Parties agree and consent to the venue, personal jurisdiction, and subject matter jurisdiction of these courts.

**10. Entire Agreement.** This Agreement sets forth the entire understanding of the parties with respect to the subject matters in this Agreement, and supersedes all prior agreements, understandings, statements, representations, warranties, or covenants, written or oral, made by either party, except as expressly set forth herein. The terms and conditions of this Agreement may not be amended or modified without the express written consent of Company, and any attempt to do so shall be null and void. Athlete may not assign Athlete's rights, nor delegate Athlete's duties, under this Agreement without the prior written consent of Company.

**11. Use of Name and Likeness.** Athlete agrees and grants to Company, and Company's authorized representatives, permission to record, photograph, film, or video, Athlete's participation in the Services. Athlete further agrees that any material so recorded, photographed, filmed, or videoed may be used, in any form, as part of any future website, publications, brochure, or other electronic, digital, or printed matter used to promote Company, and that such use of the material, and Athlete's name or likeness in connection with the material, shall be without payment of fees, royalties, special credit, or other compensation to Athlete. If Athlete does not want Company and Company's authorized representatives to use Athlete's name or likeness, then Athlete must inform the Company in writing prior to Athlete's participation in the Services.

**ATHLETE is signing this Agreement as of the Effective Date.**

**IF ATHLETE IS A MINOR**, under the age of 18 years old, then I, the undersigned, represent and warrant that I am of full age, 18 years old or older, and have the legal right to contract for the Athlete. I state further that I have read the Agreement prior to signing, and that I am fully familiar with, and understand, the terms and conditions of the Agreement.

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State ZIP: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_  
Athlete Name: \_\_\_\_\_  
(if a Minor)  
Relation to Minor: ☐ Parent ☐ Legal Guardian  
(if applicable)