



COACHING AGREEMENT (“Agreement”)
PLEASE READ CAREFULLY BEFORE SIGNING

In consideration for participating in, and/or interacting with, Lofgran Coaching, LLC (the Company), including its personnel, programs, regimens, events, and activities (collectively referred to as “Programs”) , I, _____ [print name], the undersigned, hereby acknowledge and agree as follows:

RELEASE OF LIABILITY & ASSUMPTION OF RISK

I understand that the Company’s Programs involve strenuous athletic and physical fitness activities and recognize that participation in such strenuous activities inherently involves health and injury risks, which can be very serious, including permanent injury, paralysis and/or death. I UNDERSTAND AND KNOWINGLY ASSUME ALL SUCH RISKS, both known and unknown, and assume full responsibility for my participation in the Company’s Programs.

I represent that I have no physical or health issues that might inhibit my participation in the Company’s Programs or that might increase my risks. I understand that it is my responsibility to regulate the scope and intensity of my participation so that I am not overtaxed and that any failure on my part to exercise prudence may significantly increase the risks I will incur. I further acknowledge that by participation in the Programs my assumption of risk will be ongoing and absolute.

I willingly agree to comply with the stated and customary terms and conditions for participation in the Programs. If, however, I observe any unusual or significant hazard during my participation, I will remove myself from participation and bring such to the attention of The Company immediately.

I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS the Company it’s officers, officials, agents affiliates, assigns, and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and, if applicable, owners and leasers of premises used for the Company’s Programs (collectively “Releasees”), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property associated with my participation in the Company’s Programs or presence on any leased premises while participating in the Company’s Programs, to the fullest extent permitted by law.

NON-DISCLOSURE AGREEMENT

I agree to not disclose, share, communicate or reveal in any way the information provided by the Company during the Programs, including any work out, schedule, regimen, or other training program that is given to me by the Company or provided to me during the Company’s Programs. I acknowledge and agree that such information is the proprietary, intellectual property of the Company and that I have no ownership in said information. I further acknowledge and agree

that any loss or disclosure of this information would cause irreparable harm to the Company. I assume full responsibility in keeping such information confidential.

ARBITRATION AGREEMENT

As the exclusive means of resolving through adversarial dispute resolution any disputes arising out of this Coaching Agreement, a party may demand that any such dispute be resolved by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and each party hereby consents to any such disputes being so resolved. Judgment on the award rendered in any such arbitration may be entered in any court having jurisdiction.

PAYMENT AGREEMENT

I agree to pay for all services rendered in connection with the Company's Programs. I further acknowledge that I will be billed for, and responsible to pay for, Programs given, not Programs completed. Payment must be received in full prior to release of additional workouts. Time in the Power Lab is reserved for the duration of the program and, as such, no refunds will be given for unused Power Lab time.

I, THE UNDERSIGNED, HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Participant's Signature

Age

Date

FOR PARENTS/GUARDIANS OF PARTICIPANTS OF MINORITY AGE

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all the Releasees, and, for myself, my child and our heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liabilities incident to my minor child's involvement or participation in these programs as provided above, to the fullest extent permitted by law.

Parent/Guardian Signature

Printed Name

Date