

## Coaching Services Agreement

- 1. Services:** DUSTIN VICENT, ARC Performance Systems (“ARC”), offers a range of personal coaching services (collectively, “Services”) under the following Terms and Conditions and represents an Agreement between DUSTIN VICENT, ARC, and the undersigned Individual (“Athlete”):
- 2. Coaching Service Fees:** Coaching Service Fees are payable in advance each month by credit card. By signing this agreement, Athlete is authorizing DUSTIN VICENT, ARC, to charge his/her card on file for the services provided. Athlete is responsible for updating the card on file with DUSTIN VICENT, ARC, to avoid any disruptions in Coaching Services due to non-payment. DUSTIN VICENT, ARC, reserves the right to discontinue or suspend Coaching Services for non-payment.
- 3. Registration Fee:** If applicable, is non-refundable and payable upon signing this agreement.
- 4. Term of Coaching (Initial Term):** The Initial Term of this Agreement is the duration of the Coaching Services package Athlete selected during registration. The available options are a (12) Month Term Agreement or a Month to Month, no-contract Agreement for all coaching packages. For (12) month Agreements, upon completion of the Initial Term, this Agreement automatically renews pursuant to Section 5 of this Agreement.
- 5. Renewal:** For (12) month Agreements, upon completion of the initial term, and thereafter, this agreement shall automatically renew for additional term(s) equal to the initial term, unless notice of athlete’s intention not to renew is provided in writing to [info@arc.coach](mailto:info@arc.coach) no later than five (5) business days prior to renewal date.
- 6. Termination of (6 or 12 Month) Term Contracts:** By Athlete during first thirty (30) days: If Athlete is dissatisfied with the Coaching Services performed by DUSTIN VICENT, ARC, during the first 30 days, Athlete may request a refund of the first monthly fee and terminate this agreement, provided that Athlete submits notice in writing no later than 30 days from the start date of the Initial Term. The refund will apply to the coaching fee only. This refund does not apply to month-to-month packages and excludes any Renewal Term(s).
  - a. By Athlete during first ninety (90) days: Athlete may opt out of this agreement within the first ninety (90) days of the initial term with no penalty. The (30) day money back guarantee described in Section 6.A. above only applies to the first thirty (30) days.
  - b. By Athlete after ninety (90) days: If Athlete terminates this agreement for any reason after the first ninety (90) days of the Initial term, Athlete will be subject to a cancellation fee equal to (1) month of the current, active, Coaching Package Level.
  - c. In addition for Prepaid Coaching Packages, if Athlete terminates this agreement the remaining prepaid coaching months money will be issued as a credit.
- 7. Termination and Return to Dustin Vicent, ARC, for Month to Months Agreements:**
  - a. Athlete may terminate this month-to-month package with written notice to [info@arc.coach](mailto:info@arc.coach).

b. Cancellation notification after the athlete's billing date will not be refunded. No portion of any monthly payment can be refunded and/or prorated or credited to another service, product or athlete. Any approved refunds will be issued within 30 days from the approval date.

c. Any request for a break from training will be treated as a Cancellation at the end of the current month of training/billing. You may return to training when you are ready by signing up on the ARC Website or contacting Athlete Services directly. All returning athletes are required to pay the listed coaching package registration fee upon return.

8. Dustin Vicent, ARC, may terminate or amend this agreement at any time upon ten (10) days written notice to Athlete.

## **II. General Terms and Conditions (Applies to all ARC Services)**

**1. Confidentiality:** Athlete agrees that the Services provided under this Agreement are strictly confidential and may not be disclosed to any third party without the express written consent of DUSTIN VICENT, ARC, including but not limited to, the materials provided to Athlete from DUSTIN VICENT, ARC, the techniques and methodologies utilized by DUSTIN VICENT, ARC, in rendering Services under this Agreement and the substance of the communications between DUSTIN VICENT, ARC, and the Athlete. Athlete agrees that Athlete shall not reproduce any materials provided to Athlete by DUSTIN VICENT, ARC, and, further, that Athlete will not remove any proprietary markings from materials provided to Athlete from DUSTIN VICENT, ARC, including any confidentiality notices and/or copyright notices. It is expressly understood and agreed that DUSTIN VICENT, ARC, is the sole and exclusive owner of all concepts, programs, ideas, materials, copyrights, trademarks and other intellectual property rights associated with the Services. The parties further agree that neither party shall make any disparaging remarks about the other party in the event this Agreement is terminated.

**4. Athlete's Responsibilities:** Athlete hereby agrees to abide by all applicable industry associations and national governing bodies policies and regulations surrounding the nonuse of performance enhancing drugs, including any banned substances.

### **5. Waiver and Release of Liability, Assumption of Risk and Indemnity:**

**a. Release And Assumption Of Risk:** Athlete represents that athlete is at least eighteen (18) years of age. Further, athlete understands and agrees that: (i) participation in the services is voluntary; (ii) the services may require intense physical activity; (iii) and that such participation carries with it certain and inherent and unavoidable risks, including 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 certifies that athlete is physically fit and sufficiently trained for participation in the services and that athlete has not been advised against participation by a qualified health professional. athlete understands and agrees that athlete is solely responsible for arranging any lodging, transportation, equipments and other related travel accommodations and all expenses needed by athlete to participate in the services ("athlete expenses"). DUSTIN VICENT, ARC, is not liable for any such athlete expenses for any reason including, without limitation, cancellation of 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 DUSTIN VICENT, ARC, shall bear no

responsibility or liability including, without limitation, (i) negligence in any manner on the part of DUSTIN VICENT, ARC, in the conduct or arrangement of the services, (ii) equipment including, without limitation, selection, assembly, shipping, packing, handling, storage, failures or maintenance; (iii) the maintenance or operation of any van or other motor vehicle utilized to transport any athletes or any other transportation failure, regardless of the mode of transportation; (iv) physical exertion for which i am not prepared; (v) risk associated with food, impure water or other beverages; (vi) criminal activity; (vii) dangers associated with wild or other animals;(viii) high altitude, accident or illness without access to means of rapid evacuation or availability of medical supplies or services and/or the availability or adequacy of medical attention once provided; or (ix) lost, stolen or misplaced luggage or property. Athlete acknowledges 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 hereby agrees to be responsible for his/her own welfare and accepts any and all risk of delay, unanticipated events, inconvenience, illness, injury, emotional trauma or death. Athlete fully discharges and covenants to DUSTIN VICENT, ARC, that athlete, nor any other party on behalf of athlete will sue or threaten to sue DUSTIN VICENT, ARC, and agrees to indemnify and save and hold harmless DUSTIN VICENT, ARC, DUSTIN VICENT's, ARC'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 (each considered one of the "releases" herein) from all liability, claims, demands, losses or damages on the athlete's account caused or alleged to be caused in whole or in part by the negligence of the releases or otherwise, including negligent rescue operations.

**b. Indemnification:** In consideration of DUSTIN VICENT's, ARC's, acceptance of athlete's request to participate in the services, athlete hereby indemnifies, releases and forever discharges DUSTIN VICENT, ARC, and any representative from any liability, claims, losses, costs, or expenses, and waives the right to pursue legal action against DUSTIN VICENT, ARC, 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's fees, 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 release shall be binding upon athlete's heirs, assignees, successors and personal representative. Athlete hereby further states that athlete currently suffers from no physical or mental condition that would impair his/her ability to fully participate in the services. Athlete hereby acknowledges that DUSTIN VICENT, ARC, makes no warranties of any kind, express or implied, and does not guarantee individual results. Athlete, not DUSTIN VICENT, ARC, is personally responsible for the achievement of individual performance goals.

**6. 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 Releases named above, minor Athlete, minor Athlete's parent and/or legal guardian will indemnify, save and hold harmless each of the Releases from any liabilities including, without limitation, litigation expenses, attorneys' fees, damage or cost incurred as a result of, or in any way, associated with any such claim.

**7. General:** This terms and conditions of this Agreement may not be amended or modified without the express written consent of DUSTIN VICENT, ARC, and any attempt to do so shall be null and void. Athlete may not assign his/her rights or delegate his/her duties under this Agreement without the prior written consent of DUSTIN VICENT, ARC,. The Services are not transferable. This Agreement, together with the terms and conditions of the Coaching Package, as well as any Waiver, constitute the complete and exclusive statement of all mutual understanding between the parties with respect to the subject matter hereof, superseding all prior proposals, communications and understandings, oral or written.