

# TERMS AND CONDITIONS

## PERSONAL SERVICES AGREEMENT AND WAIVER ("Agreement")

Carmichael Training Systems, Inc. ("CTS") offers a range of personal coaching, training camps, classes and other related services (collectively, "Services") under the following Terms and Conditions:

### I. Coaching Packages

#### 1. Term and Compensation

##### A. Term

This Agreement commences on the date the athlete (each a "Member") electronically confirms acceptance of these Terms and Conditions or otherwise executes this Agreement ("Effective Date"). Unless terminated pursuant to Section 2A(i), Member agrees to pay CTS to obtain the Services for an Initial Term, as detailed in the Coaching Package Member selected during enrollment. **UPON COMPLETION OF THE INITIAL TERM, AND THEREAFTER, THIS AGREEMENT SHALL AUTOMATICALLY RENEW FOR ADDITIONAL TERM(S) EQUAL TO THE INITIAL TERM ("RENEWAL TERM(S)"), UNLESS EARLIER TERMINATED PURSUANT TO SECTION 2.**

##### B. Coaching Service Fees ("Coaching Fees")

(i) Member will receive the Services outlined in the Coaching Package selected during enrollment and subject to payment of the Coaching Fees. Payment for Coaching Fees is made in advance each month by credit card unless other arrangements are approved in advance by CTS. Each month, CTS will automatically charge Member's credit card on file. Any applicable discount offered to the Member as part of a promotion or scholarship will be valid for the Initial Term only. Any additional fees for other CTS offerings must be mutually agreed upon in advance and in writing prior to CTS performing the Service.

(ii) Member may upgrade the Coaching Package selected at any time and the Coaching Fees associated with such upgraded Coaching Package will be adjusted on a pro-rata basis. Member agrees that, at Member's expense, he/she shall initiate telephone consultations and e-mail correspondence relating to the Services. The coaching staff of CTS will respond as soon as possible and in the order received.

##### C. Registration Fee

Member agrees to pay an initial non-refundable registration fee upon enrollment, as identified in the Coaching Package. CTS reserves the right from time to time to increase or otherwise modify this initial fee in its sole discretion.

#### 2. Termination

##### A. By Member

(i) During the first thirty (30) days of the Initial Term ("Initial 30 Day Period"):

If Member is dissatisfied with the Services performed by CTS during such Initial 30 Day Period, Member may elect to seek a refund of the Coaching Fees paid (exclusive of the non-refundable registration fee) and terminate this Agreement, provided that CTS promptly receives notice in writing of Member's intent to terminate prior to the expiration of the Initial 30 Day Period, but in no event later than forty (48) hours from expiration of the Initial 30 Day Period. Failure by Member to provide the requisite notice will render this provision null and void and terminate any obligation by CTS to refund any Coaching Fees under this Agreement. This refund in the Initial 30 Day Period does not apply to month-to-month coaching packages.

(ii) After the Initial 30 Day Period:

**MEMBER MAY NOT TERMINATE THIS AGREEMENT DURING THE INITIAL TERM, UNLESS TERMINATED DURING THE INITIAL 30 DAY PERIOD SET FORTH IN THIS SECTION 2A(i) (EXCLUDES MONTH-TO-MONTH PACKAGES).** Member may terminate this Agreement without cause upon expiration of the Initial Term, provided that CTS has received in writing, Member's intention not to renew at least thirty (30) days prior to the expiration of the Initial Term. Member agrees that he/she will be responsible to pay the one-month Coaching Fee applicable to this thirty (30) day notice period. Additionally, if termination occurs prior to the expiration of the

Initial Term, Member agrees that he/she shall also be responsible to pay CTS a lump sum payment equal to seventy-five percent (75%) of the Coaching Fees applicable to the remaining months of the Initial term, with such payment to be received by CTS on or before expiration of the thirty (30) day notice period.

Month-to-month coaching packages may cancel at any time with a thirty (30) day written notice.

Packages with 90 Day Opt-Out clause may cancel within the first ninety (90) days without any termination penalty with a thirty (30) day written notice. After the 90 Day Opt-Out period expires, Member is subject to the termination penalty as described in this Section I.2.A.(ii). The 90 Day Opt-Out clause is only applicable during the initial term.

(iii) During a Renewal Term:

Member may terminate this Agreement at the expiration of a Renewal Term without cause provided that CTS has received in writing, Member's notice of his/her intention not to renew at least thirty (30) days prior to the expiration of the Renewal Term. Member agrees that he/she will be responsible to pay the one-month Coaching fees applicable to this thirty (30) day notice period. Additionally, if termination occurs prior to the expiration of the current Renewal Term, Member agrees that he/she shall also be responsible to pay CTS a lump sum payment equal to seventy-five percent (75%) of the Coaching Fees applicable to the remaining months of the current Renewal Term, with such payment to be received by CTS on or before expiration of the (30) day notice period.

Month-to-month coaching packages may cancel at any time with a thirty (30) day written notice.

**B. BY CTS:**

CTS may terminate or amend this Agreement at any time upon ten (10) days written notice to the Member.

**II. Camps (Excludes Private Camps)**

**1. Registration Fee and Cancellation**

**A. Registration Fee**

The applicable deposit for the camp (as designated by CTS) is due at the time of registration. The remaining balance due is automatically charged to the credit card on file with CTS within 30 days prior to commencement of the camp.

**B. Cancellation Fee**

(a) Long Camps (camps priced above \$1000) (Excludes Leadville Mountain Bike Camp)

- Deposit is non-refundable
- 61-90 days prior: Cancellation Fee of 50% of original camp price
- 31-60 days prior: Cancellation Fee of 75% of original camp price
- 0-30 days prior: Cancellation Fee of 100% of original camp price

**(b) Leadville Mountain Bike Camp**

- 100% Cancellation Fee applicable
- Member must attend the camp to receive race entry, no exceptions.

**(c) All other Camps**

- 6 business days through 30 calendar days prior: Cancellation fee of deposit only
- Within 5 business days from start of camp: Cancellation fee of deposit plus 50% of balance due for the applicable camp.

**(d) Power Training Classes**

- 50% deposit due at the time of registration.
- Within 5 business days from start of camp: Cancellation fee of deposit plus 50% of balance due for the applicable trainer class.

**(e) General**

- There are no discounts, refunds or exchanges associated with a Member skipping or missing any portion of a camp and/or class including, without limitation, meals, lectures or rides.
- CTS reserves the right to cancel a camp and/or class at any time. In this event, Member will be issued a full refund for the camp and/or class registration fee. CTS is not responsible for expenses associated with planning Member's trip including, without limitation, airfare, lodging, meals, transportation, etc., (collectively, "Member Expenses") to attend any camp and/or class.
- Camp will be conducted based on the schedule posted prior to the camp, but CTS reserves the right to modify the camp schedule based on, without limitation, weather and the number or skill level of athletes in attendance.
- All fees will be applied to the camp and/or class for which you are registered. If you have to cancel for any reason, your deposit and all subsequent payments will be applied to the camp and/or class for which you have registered and cannot be transferred to an alternate camp and/or class or any other Service or product offered by CTS.
- Exceptions to this policy cannot be made for any reason, including weather or personal emergencies.

**2. Customer Satisfaction**

If you are not satisfied with your camp experience, please notify a coach or the camp manager as soon as possible DURING THE CAMP. CTS will make a considerable effort to remedy any issues. Refunds will not be issued for camps once the camp has commenced.

**III Private Camps, Testing and Evaluation Services ("A la Carte Services")**

**1. Terms and Conditions**

**A. Payment**

Full payment is due by credit card for A la Carte Services at the time of registration. The only exception is for Coaching Consultations, where a credit card is needed to register. Final payment for Coach Consultations will be billed to the credit card on file with CTS upon completion of the consultation. No refunds will be issued after A la carte Services have been rendered.

**B. Rescheduling**

If a Member needs to reschedule an A la carte Service, all reschedule requests must be provided to CTS no less than five (5) business days prior to the scheduled Service. The Member may reschedule an A la Carte Service a maximum of one (1) time.

**C. Cancellation Fees**

- 15 days out – No refund- 100% applied as a cancellation fee
- 16-30 days out – 50% applied as a cancellation fee
- 31+ days out – Full refund, no cancellation fee applied
- Rescheduled Service – No refund – 100% applied as a cancellation fee, **if this cancellation was for a previously rescheduled Service.**

**D. Schedule**

The Member must arrive on time, dressed and ready to begin, per the schedule provided in advance by CTS. It is strongly recommended to arrive minimum of 15 minutes prior to scheduled appointment time. Member will be charged a \$50 late fee when arrival is 10 minutes or longer after the scheduled A la Carte Service appointment time.

#### **E. Termination of Services**

CTS reserves the right to suspend or cancel an A la Carte Service at any time for any reason. In the event of such cancellation by CTS, the Member will be issued a full refund for any Services not rendered by CTS. CTS is not responsible for any additional expenses incurred by the Member associated with the scheduled Services.

#### **F. Equipment Malfunction**

CTS is not liable for any technical issues or equipment malfunction. In the event of any technical issue or malfunction, the Member will be issued a full refund for any Services not performed. CTS is not responsible for any Member Expenses and associated with the scheduled Services.

### **IV. General Terms and Conditions (Applies to all CTS Services)**

#### **1. Member Bike Handling and Storage**

CTS is not liable for any damage or injury related to the assembly, handling or packing of a Member's bike. CTS is not liable for any damage or theft of a Member's bike while stored in a CTS training facility or camp location. It is the Member's sole responsibility to maintain adequate insurance for all personal property.

The Member is responsible for arriving to camps with the necessary equipment and clothing. In the event a Member's bike does not arrive at a camp location timely, CTS will attempt to provide a 'loaner' bike, depending on the availability at that time. In no event will camp registration fees be refunded to a Member due to a lack of equipment.

#### **2. CTS Independent Contractors**

At certain CTS camps, services may be provided by independent contractors including, but not limited to massage therapists. These professionals are independent from CTS and governed by their respective state licensing authority, if applicable. The use of such services is voluntary and the Member hereby indemnifies, releases and holds CTS harmless from and against any liability, claims, loss or injury associated with the services.

#### **3. Confidentiality**

Member 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 CTS, including but not limited to, the materials provided to Member from CTS, the techniques and methodologies utilized by CTS and its staff in rendering Services under this Agreement and the substance of the communications between CTS and the Member. Member agrees that Member shall not reproduce any materials provided to Member by CTS and, further, that Member will not remove any proprietary markings from materials provided to Member from CTS, including any confidentiality notices and/or copyright notices. It is expressly understood and agreed that CTS 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. Promotional Rights**

As part of this Agreement, and for no additional consideration or agreement, Member hereby consents to CTS' use of Member's name, image and likeness for promotional or commercial purposes, including photographs and video tapes arising out of Member's participation in the Services. Member hereby assigns all right, title and interest Member may have in or to any and all media in which Member's name or likeness might be used by CTS including, without limitation, all intellectual property rights therein. Member agrees not to make any claim of a violation of Member's rights of publicity or privacy as a result of CTS' exercise of its rights hereunder.

#### **5. Member's Responsibilities**

Member 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.

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

##### **RELEASE AND ASSUMPTION OF RISK:**

**MEMBER REPRESENTS THAT MEMBER IS AT LEAST EIGHTEEN (18) YEARS OF AGE. FURTHER, MEMBER 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, MEMBER AGREES THAT MEMBER ASSUMES THE RISK OF PARTICIPATING IN THE SERVICES. MEMBER CERTIFIES THAT MEMBER IS PHYSICALLY FIT AND SUFFICIENTLY TRAINED FOR PARTICIPATION IN THE SERVICES AND THAT MEMBER HAS NOT BEEN ADVISED AGAINST PARTICIPATION BY A QUALIFIED HEALTH PROFESSIONAL.**

**MEMBER UNDERSTANDS AND AGREES THAT MEMBER IS SOLELY RESPONSIBLE FOR ARRANGING ANY LODGING, TRANSPORTATION, EQUIPMENTS AND OTHER RELATED TRAVEL ACCOMMODATIONS AND ALL EXPENSES NEEDED BY MEMBER TO PARTICIPATE IN THE SERVICES ("MEMBER EXPENSES"). CTS IS NOT LIABLE FOR ANY SUCH MEMBER EXPENSES FOR ANY REASON INCLUDING, WITHOUT LIMITATION, CANCELLATION OF THE SERVICES.**

**MEMBER AGREES THAT MEMBER IS VOLUNTARILY PARTICIPATING IN THE SERVICES, WHETHER CURRENTLY, OR IN THE FUTURE, WITH THE KNOWLEDGE OF THE NUMEROUS RISKS AND DANGERS INVOLVED AND CTS SHALL BEAR NO RESPONSIBILITY OR LIABILITY INCLUDING, WITHOUT LIMITATION, (I) NEGLIGENCE IN ANY MANNER ON THE PART OF CTS 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 MEMBERS 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. MEMBER 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. MEMBER 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. MEMBER FULLY DISCHARGES AND COVENANTS TO CTS THAT MEMBER, NOR ANY OTHER PARTY ON BEHALF OF MEMBER WILL SUE OR THREATEN TO SUE CTS AND AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS CTS, CTS'S REPRESENTATIVES, DIRECTORS, AGENTS, EMPLOYEES, OFFICERS, VOLUNTEERS, OTHER MEMBERS, 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 MEMBER'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.**

#### **INDEMNIFICATION**

**IN CONSIDERATION OF CTS'S ACCEPTANCE OF MEMBER'S REQUEST TO PARTICIPATE IN THE SERVICES, MEMBER HEREBY INDEMNIFIES, RELEASES AND FOREVER DISCHARGES CTS AND ANY CTS REPRESENTATIVE FROM ANY LIABILITY, CLAIMS, LOSSES, COSTS, OR EXPENSES, AND WAIVES THE RIGHT TO PURSUE LEGAL ACTION AGAINST CTS ARISING DIRECTLY OR INDIRECTLY FROM MEMBER'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 MEMBER'S HEIRS, ASSIGNEES, SUCCESSORS AND PERSONAL REPRESENTATIVE. MEMBER HEREBY FURTHER STATES THAT MEMBER CURRENTLY SUFFERS FROM NO PHYSICAL OR MENTAL CONDITION THAT WOULD IMPAIR HIS/HER ABILITY TO FULLY PARTICIPATE IN THE SERVICES. MEMBER HEREBY ACKNOWLEDGES THAT CTS MAKES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AND DOES NOT GUARANTEE INDIVIDUAL RESULTS. MEMBER, NOT CTS, IS PERSONALLY RESPONSIBLE FOR THE ACHIEVEMENT OF INDIVIDUAL PERFORMANCE GOALS.**

**7. Requirements to Obtain Services if Under the Age of 18.**

For membership 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 "Member" shall include the parent or legal guardian. Further, Member agrees that if, despite the release hereunder, the minor Member or anyone on the minor Member's behalf makes a claim against any of the Releases named above, minor Member, minor Member'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.

**8. Governing Law**

This Agreement shall be construed under and in accordance with the laws of the State of Colorado exclusive of any conflict-of-law or choice of law rules and principles. Any legal action or proceeding arising out of or relating to this Agreement shall be commenced in the state or federal courts located in El Paso County, Colorado or Denver, Colorado and Member irrevocably submits to the exclusive jurisdiction and venue of such courts.

**9. General**

This terms and conditions of this Agreement may not be amended or modified without the express written consent of CTS and any attempt to do so shall be null and void. Member may not assign his/her rights or delegate his/her duties under this Agreement without the prior written consent of CTS. 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. As part of this Agreement and for no additional consideration or agreement, CTS may request the consent of the Member to use the Member's name, image, likeness, and video training, for promotional purposes and any such consent by Member shall not be unreasonably withheld.

\_\_\_\_\_  
**Athlete Name**

\_\_\_\_\_  
**Signed (By Parent or Legal Guardian if Minor)**

\_\_\_\_\_  
**Printed Name of Person Signing Document**

\_\_\_\_\_  
**Date**