

TERMS AND CONDITIONS

PERSONAL COACHING SERVICES AGREEMENT AND WAIVER ("Agreement")

TRImyCoach.com, LLC ("TMC")

TRAINING SERVICES SELECTED ("Service(s)")

YOU (THE "MEMBER") SHOULD READ THIS AGREEMENT CAREFULLY BEFORE CHECKING "AGREE" INTO THE ACKNOWLEDGE SERVICES AND WAIVER FIELD. BY CHECKING "AGREE", THE MEMBER IS STATING THAT:

*MEMBER IS 18 YEARS OR OLDER

*MEMBER HAS READ AND UNDERSTANDS THE TERMS OF THIS AGREEMENT AND THAT THIS AGREEMENT IS LEGALLY BINDING

*MEMBER IRREVOCABLY AGREES TO ALL OF THE TERMS OF THIS AGREEMENT

IF MEMBER DOES NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT DO NOT CHECK THE AGREEMENT BOX AND THIS SIGN UP PROCESS WILL BE CANCELLED. (YOUR INFORMATION WILL STILL BE SUBMITTED FOR OUR RECORDS, BUT YOU WILL NOT BE CHARGED FOR THE SERVICES)

1. Term and Compensation

A. Term

This Agreement commences on the date Member agrees to this Agreement ("Effective Date"). Unless terminated pursuant to Section 2A(a), Member agrees to pay TMC to obtain the Services for an Initial Term, as detailed in the PROGRAM OPTIONS 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")

(a) Member will receive the Services outlined in the Coaching Package selected during enrollment and subject to payment of the Coaching Fees set forth under the Pricing and Payment Options ("Pricing"). 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 TMC offerings must be negotiated, in writing, in advance of performing the service and mutually agreed upon between the Member and TMC.

(b) Member may upgrade the Coaching Package selected at any time and the associated Coaching Fees 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. The coaching staff of TMC will respond as soon as possible and in the order received.

2. Termination

A. By Member

(a) During the first thirty (30) days of the Initial Term ("Initial 30 Day Period"),

If Member is dissatisfied with the Services performed by TMC during such Initial 30 Day Period, Member may elect to seek a refund of the Coaching Fees paid (with a \$50 cancellation fee) and

terminate this Agreement, provided that TMC receives notice in writing of Member's termination prior to the 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 TMC to refund any Coaching Fees under this Agreement.

(b) After the Initial 30 Day Period

Member may terminate this Agreement without cause upon expiration of the Initial Term or a Renewal Term, provided that TMC has received in writing, Member's intention not to renew at least thirty (30) days prior to the expiration of the Initial Term or Renewal Term.

(c) Automatic Renewal

the Services will automatically renew for the duration of the Initial Term, unless notified by Member by options 2 (a) or 2 (b),

B. BY TMC

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

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

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

MEMBER HEREBY ACKNOWLEDGES THAT TMC MAKES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AND DOES NOT GUARANTEE INDIVIDUAL RESULTS. MEMBER, NOT TMC, IS PERSONALLY RESPONSIBLE FOR THE ACHIEVEMENT OF INDIVIDUAL PERFORMANCE GOALS. MEMBER FURTHER UNDERSTANDS AND ACKNOWLEDGES THAT ATHLETIC TRAINING IS INHERENTLY DANGEROUS AND CARRIES WITH IT THE POTENTIAL FOR DEATH, SERIOUS INJURY AND PROPERTY LOSS. MEMBER UNDERSTANDS AND AGREES THAT MEMBER ASSUMES THE RISK OF PARTICIPATING IN THE SERVICES, TRAINING AND ACTIVITIES RECOMMENDED BY TMC, ITS AGENTS AND

REPRESENTATIVES. MEMBER HAS NOT BEEN ADVISED AGAINST PARTICIPATION BY A QUALIFIED HEALTH PROFESSIONAL. IN CONSIDERATION OF THIS AGREEMENT, MEMBER HEREBY INDEMNIFIES, RELEASES AND FOREVER DISCHARGES TMC FROM ANY LIABILITY, CLAIMS, LOSSES, COSTS, OR EXPENSES, AND WAIVES THE RIGHT TO PURSUE LEGAL ACTION AGAINST TMC 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. THIS AGREEMENT SHALL BE BINDING UPON MEMBER'S HEIRS, ASSIGNEES, SUCCESSORS AND PERSONAL REPRESENTATIVES. MEMBER HEREBY FURTHER STATES THAT HE/SHE CURRENTLY SUFFERS FROM NO PHYSICAL OR MENTAL CONDITION THAT WOULD IMPAIR HIS/HER ABILITY TO FULLY PARTICIPATE IN THIS AGREEMENT. MEMBER REPRESENTS AND WARRANTS THAT HE/SHE IS EIGHTEEN (18) YEARS OF AGE OR OLDER. MEMBER FURTHER UNDERSTANDS AND AGREES THAT TMC EXPRESSLY DISCLAIMS ANY WARRANTIES WITH RESPECT TO ANY PRODUCT OR PROMOTIONAL MATERIALS OFFERED BY THIRD PARTIES AND PROVIDED TO MEMBER BY TMC, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

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.

8. Governing Law

This Agreement shall be construed under and in accordance with the laws of the State of North Carolina 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 Wake County, North Carolina or Raleigh, North Carolina 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 TMC 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 TMC. This Agreement, together with the terms and conditions of the Coaching Package, 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.