

ATHLETES SERVICES AGREEMENT

THIS ATHLETE SERVICES AGREEMENT (“Agreement”) is by and between Endurance Peaks Sports, located at Gurabo, PR 00778 (“**Business**”), and the individual identified in the signature block (“**Athlete**”), and is effective as of the date of signing by Athlete (“**Effective Date**”). Business provides a range of personal coaching, classes, and other related services (collectively, “**Services**”), and the Business agrees to provide the Services to Athlete, and Athlete agrees to engage the Services from Business, 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 Business to charge, on a recurring basis, the card on file for the Services provided. Athlete is responsible for updating the card on file with Business to avoid any disruptions in Services due to non-payment. Business reserves the right to discontinue or suspend Services for nonpayment 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 6-month term Agreement; or (b) a month-to-month Agreement.
4. **Renewal.** For a 6-month Agreement, upon completion of the initial term and each successive term, this Agreement shall renew automatically for an additional 6-month term, unless notice of non-renewal is provided by Athlete in writing to Business at support@endurancepeaks.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 6-Month Term Agreement.**
 - a) **First 30 Days.** If Athlete is dissatisfied with the Services performed by Business, 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 Business at support@endurancepeaks.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 Business at

ATHLETES SERVICES AGREEMENT

support@endurancepeaks.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. Athlete Services Agreement Page 2 of 7

- 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 Business at support@endurancepeaks.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 Business, 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 Business at support@endurancepeaks.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 Business at support@endurancepeaks.com. To cancel Services commencing effective for the following month, Athlete must provide written notice to Business 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 Business products, nor transferred to another Athlete under contract with Business. 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

ATHLETES SERVICES AGREEMENT

may resume Services when Athlete is ready by signing up on the Business website (www.endurancepeaks.com), or by contacting Business at support@endurancepeaks.com.

Upon resuming Services, Athlete shall pay the then current registration fee.

7. **Termination by Business.** Business may terminate this Agreement at any time upon 5- days prior written notice to Athlete. If Business 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, Business reserves the right, at Business'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 À LA CARTE SERVICES

1. **À la Carte Services and Payment.** "À la Carte Services" include 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 Business 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 Business in writing at support@endurancepeaks.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 Business. 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 nonrefundable and cannot be credited to other Services or Business products, nor transferred to another Athlete under contract with Business.
4. **Expenses.** Business 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 Business'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 Business. Athlete is expected to arrive a minimum of 15 minutes prior to the À la

ATHLETES SERVICES AGREEMENT

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

GENERAL PROVISIONS APPLICABLE TO ALL SERVICES.

1. **Services.** The Services engaged by Athlete from Business under this Agreement are not transferable by Athlete to another party.
2. **Athlete Equipment Handling and Storage.** Business 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**"). Business is not liable for any damage to, or theft of, Athlete's Equipment while stored in a Business training facility, areas or 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. **Business Independent Contractors.** Services may be provided on Business's behalf by independent contractors. The independent contractors are independent from Business, 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 Business 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 Business, including without limitation, any materials provided to Athlete by Business, the techniques and methodologies used by Business in providing Services under this Agreement, and the substance of communications between Business and Athlete. Athlete agrees that Athlete shall not reproduce any materials provided to Athlete by Business, and that Athlete will not remove any proprietary markings from materials provided to Athlete from Business, including any confidentiality notices, or copyright notices. Athlete understands and agrees that Business is the sole and exclusive owner of all concepts, programs, ideas, materials, copyrights, trademarks, and other intellectual property rights associated with the Services.

ATHLETES SERVICES AGREEMENT

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 Business shall bear no responsibility or liability, including, without limitation, for: (a) negligence in any manner on the part of Business 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) Athlete Services Agreement Page 6 of 7 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"). Business is not liable for any Athlete Expenses for any reason, including, without limitation, cancellation of the Services. Athlete understands and acknowledges that Business makes no warranties of any kind, express or implied, and does not guarantee individual results, and that Athlete, not Business, is personally responsible for the achievement of individual performance goals.
7. **Waiver, Release of Liability, and Indemnification.** Athlete fully discharges and covenants to Business that Athlete, nor any other party on behalf of Athlete, will sue or threaten to sue Business and agrees to indemnify, save, and hold harmless Business, Business'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

ATHLETES SERVICES AGREEMENT

Business's acceptance of Athlete's request to participate in the Services, Athlete indemnifies, releases, and forever discharges Business and any Business representative from any liability, claims, losses, costs, or expenses, and waives the right to pursue legal action against Business 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 commonwealth of Puerto Rico and shall be governed by and construed in accordance with the laws of the commonwealth of Puerto Rico, 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
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 Business, 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 Business.
11. **Use of Name and Likeness.** Athlete agrees and grants to Business, and Business'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 Business, 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 Business and Business's authorized representatives to use Athlete's name or likeness,

ATHLETES SERVICES AGREEMENT

then Athlete must inform the Business 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.

ATHLETE is signing this Agreement as of the Effective Date.

Signature: _____

Print Name: _____

Date: _____

Address: _____

City, State ZIP: _____

Phone: _____

Email: _____

Athlete Name: (if a Minor)

Relation to Minor: (if applicable)

Parent

Legal Guardian