



# CYCLE2FIT

## FIT IS FAST

### ATHLETE SERVICE AGREEMENT

## *CYCLE2FIT.com Coaching Services*

**THIS ATHLETE SERVICES AGREEMENT** ("Agreement") is by and between Cycle2fit.com, located in Adelaide, South Australia and the individual identified in the signature block ("Athlete"), and is effective as of the date of signing by Athlete ("Effective Date"). Cycle2fit provides a range of personal coaching, training camps, classes, and other related services (collectively, "Services"), and Cycle2fit agrees to provide the Services to Athlete, and Athlete agrees to engage the Services from Cycle2fit, 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 with the first payment up front for first 3 months and thereafter each calendar month by debit card, credit card, charge card or by direct Credit to nominated Bank Account. By signing this Agreement, Athlete is authorizing Cycle2fit to charge, on a recurring basis, the card on file for the Services provided. Athlete is responsible for updating the card on file with Cycle2fit to avoid any disruptions in Services due to non-payment. Cycle2fit reserves the right to discontinue or suspend Services for non-payment and, if necessary, send Athlete's account to a collection agency.

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**2. Registration Fee.** If applicable to the 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 a minimum of 3 months from the Effective Date of purchase and/or agreement of a start date for the services. After the initial term, this Agreement shall automatically renew every month, unless terminated per Section 5: Termination by Athlete of Month-to-Month Term Agreement or Section 6: Termination by Cycle2fit.

**4. Renewal.** Upon completion of the initial term and each successive term, this Agreement shall renew automatically on a monthly basis, unless notice of non-renewal is provided by Athlete in writing to Cycle2fit at [brett@cycle2fit.com](mailto:brett@cycle2fit.com), no later than 14 calendar days prior to the then-current term renewal date.

**5. Termination by Athlete of Month-to-Month Term Agreement.** Athlete may terminate this Agreement at any time by providing written notice to Cycle2fit at [brett@cycle2fit.com](mailto:brett@cycle2fit.com). The termination will be effective 30 days after the receipt of the notice. Any fees already paid for the remaining term will not be refunded.

**6. Termination by Cycle2fit.** Cycle2fit may terminate this Agreement at any time upon 5 days' prior written notice to Athlete. If Cycle2fit terminates this Agreement, then no cancellation fee will be assessed to Athlete. Any registration fee paid will not be refunded however all current monthly fee for coaching services will be refunded. All coaching package features and benefits must be redeemed while the athlete is active and in a valid agreement term.

**7. Resumption of Services.** Any request by Athlete for a break from Services will be treated as a notice of termination, and the request must be done in compliance with this Section. Athlete may resume Services when Athlete is ready by signing up on the Cycle2fit website ([www.cycle2fit.com](http://www.cycle2fit.com)) or by contacting Cycle2fit at [brett@cycle2fit.com](mailto:brett@cycle2fit.com). Upon resuming Services, Athlete shall pay the then-current registration fee or as agreed with Cycle2fit.

**8. Reservation of Rights.** Upon termination of this Agreement by either party, Cycle2fit reserves the right, at its sole discretion, not to renew or resume this Agreement, and not to enter into another Agreement with Athlete.

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## B. GENERAL PROVISIONS APPLICABLE TO ALL SERVICES.

**1. Services.** The Services engaged by Athlete from Cycle2fit under this Agreement are not transferable by Athlete to another party.

**2. Athlete Equipment Handling and Storage.** Cycle2fit 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"). Cycle2fit is not liable for any damage to or theft of Athlete's Equipment while stored in a Cycle2fit training facility or event location. Athlete is solely responsible for maintaining adequate insurance for their Equipment. Athlete is responsible for arriving at 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 non-use of performance-enhancing drugs, including any banned substances.

**4. Independent Contractors.** Services may be provided on Cycle2fit's behalf by independent contractors. These independent contractors are separate entities from Cycle2fit and are governed by their respective state licensing authority, if applicable. The use of Services provided by independent contractors is voluntary, and Athlete indemnifies, releases, and holds harmless Cycle2fit from any liability, claim, loss, or injury associated with such 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 Cycle2fit. This includes any materials provided to Athlete by Cycle2fit, the techniques and methodologies used by Cycle2fit in providing Services, and the substance of communications between Cycle2fit and Athlete. Athlete agrees not to reproduce any materials provided by Cycle2fit and not to remove any proprietary markings from such materials, including confidentiality notices or copyright notices. Athlete understands and agrees that Cycle2fit is the sole and exclusive owner of all concepts, programs, ideas, materials, copyrights, trademarks, and other intellectual property rights associated with the Services.

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**6. Assumption of Risk.** Athlete represents and agrees that Athlete is at least 18 years of age. Athlete understands and agrees that participation in Cycle2fit's Services is voluntary and may involve intense physical activity, carrying inherent and unavoidable risks, including but not limited to an increased risk of serious illness, injury, paralysis, or even death. With full awareness of these risks, Athlete agrees to assume all risks associated with participating in the Services.

Athlete further represents and agrees that they are physically fit and sufficiently trained for participation, have not been advised against participation by a qualified health professional, and do not have any physical or mental conditions that would impair their ability to fully participate in the Services. Athlete acknowledges that they are voluntarily participating in the Services, whether currently or in the future, with knowledge of the numerous risks and dangers involved. Cycle2fit shall bear no responsibility or liability for the following:

- (a) Negligence in any manner on the part of Cycle2fit in the conduct or arrangement of the Services.
- (b) Equipment-related issues, including selection, assembly, shipping, packing, handling, storage, failures, or maintenance.
- (c) The maintenance or operation of any vehicle utilized to transport Athlete, or any transportation failures regardless of the mode of transportation.
- (d) Physical exertion for which Athlete is not prepared.
- (e) Risks associated with food, impure water, or other beverages.
- (f) Criminal activity.
- (g) Dangers associated with wildlife or other animals.
- (h) High altitude, accidents, or illness without access to rapid evacuation, medical supplies or services, or the availability or adequacy of medical attention.
- (i) Lost, stolen, or misplaced luggage or property.

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Athlete acknowledges and agrees that the enjoyment derived from participating in the Services and the assumed risks go beyond the accepted safety of life at home or work. Athlete understands and agrees to be responsible for their own welfare and accepts all risks associated with delays, unanticipated events, inconvenience, illness, injury, emotional trauma, or death.

Athlete understands and agrees that they are solely responsible for arranging their own lodging, transportation, equipment, and other related travel accommodations, as well as all expenses necessary to participate in the Services ("Athlete Expenses"). Cycle2fit is not liable for any Athlete Expenses, including those arising from the cancellation of the Services.

Athlete acknowledges that Cycle2fit makes no warranties, express or implied, and does not guarantee individual results. Athlete understands that they are personally responsible for achieving their individual performance goals.

**7. Waiver, Release of Liability, and Indemnification.** Athlete fully discharges and covenants with Cycle2fit that they, nor any other party on their behalf, will sue or threaten to sue Cycle2fit. Athlete agrees to indemnify, save, and hold harmless Cycle2fit, its representatives, directors, agents, employees, officers, volunteers, other athletes, sponsors, advertisers, and, if applicable, owners and lessors of the premises where the Services take place (collectively, "Released Parties"), from all liability, claims, demands, losses, or damages caused, or alleged to be caused, in whole or in part, by the negligence of the Released Parties or otherwise, including negligent rescue operations.

In consideration of Cycle2fit's acceptance of Athlete's participation in the Services, Athlete indemnifies, releases, and forever discharges Cycle2fit and any representatives from any liability, claims, losses, costs, or expenses. Athlete waives the right to pursue legal action against Cycle2fit arising directly or indirectly from their participation in the Services. This includes claims or damages resulting from death, personal injury, partial or permanent disability, property damage, medical or economic losses, attorney fees, and costs. The waiver, release, and indemnification are binding upon Athlete's heirs, assignees, successors, and personal representatives.

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**8. Requirements to Obtain Services if Under the Age of 18.** For individuals under the age of 18 participating in the Services, a written agreement executed by a parent or legal guardian is required. The term "Athlete" in this Agreement includes the parent or legal guardian. Furthermore, if, despite the release provided in this Agreement, the minor Athlete or anyone on their behalf makes a claim against any of the Released Parties, then the minor Athlete and their parent or legal guardian will indemnify, save, and hold harmless each of the Released Parties from any liabilities, including litigation expenses, attorney fees, costs, damages, or costs incurred as a result of or associated with any such claim, as outlined in Section D., Paragraph 8., Waiver, Release of Liability, and Indemnification.

**9. Entire Agreement.** This Agreement represents the complete understanding of the parties regarding the subject matters covered herein and supersedes all prior agreements, understandings, statements, representations, warranties, or covenants, whether written or oral, made by either party, unless expressly stated in this Agreement. The terms and conditions of this Agreement may not be amended or modified without the express written consent of Cycle2fit, and any attempt to do so shall be null and void. Athlete may not assign their rights or delegate their duties under this Agreement without the prior written consent of Cycle2fit.

**10. Use of Name and Likeness.** Athlete grants Cycle2fit and its authorized representatives permission to record, photograph, film, or video Athlete's participation in the Services. Athlete agrees that any material captured may be used in any form including but not limited to as part of future promotional materials, such as websites, publications, brochures, or other electronic, digital, or printed media used to promote Cycle2fit. Athlete acknowledges that such use of the material, including their name or likeness, shall be without payment of fees, royalties, special credit, or other compensation to Athlete. If Athlete does not want Cycle2fit to use their name or likeness, they must provide written notice to Cycle2fit prior to participating in the Services.

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**ATHLETE** acknowledges and agrees to the terms of this Agreement as of the Effective Date.

**IF ATHLETE IS A MINOR** under the age of 18 years old, the undersigned represents and warrants that they are of legal age, 18 years old or older, and have the legal authority to enter into this Agreement on behalf of the Athlete. The undersigned further states that they have read this Agreement before signing, and fully understand and are familiar with its terms and conditions.

**Signature:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

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

**Address:**  
\_\_\_\_\_

**City, State ZIP:**  
\_\_\_\_\_

**Phone:**  
\_\_\_\_\_

**Email:**  
\_\_\_\_\_

**Athlete Name** (if a Minor):  
\_\_\_\_\_

**Relation to Minor** (if applicable) Please Tick: Parent  Legal Guardian

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