



## **“LINEBACKER & DEFENSIVE BACK ACADEMY”**

### **ATHLETIC TRAINING SERVICE CONTRACT**

**1. The Parties.** This Service Contract (“Agreement”) made **1st day** of January 2024 (“Effective Date”), is by and between:

TOA AZZAULT 684, LLC State of Maryland (“Service Provider”),

AND The Client as indicated with signature in the execution block of this document.

Service Provider and Client are each referred to herein as a “Party” and, collectively, as the “Parties.”

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises and agreements contained herein, the Client hires the Service Provider to work under the terms and conditions hereby agreed upon by the Parties:

**2. Term.** The term of this Agreement shall commence on January 1, 2024 and terminate on December 31, 2024.

**3. The Service.** The Service Provider agrees to provide Student Athletes with the skills training to the Client’s designee (hereinafter known as the “Service”). Such Service may be provided in an exclusive one-on-one learning environment or during a group session.

Service Provider shall provide, while providing the Service, compliance with local, State, and Federal laws to the best of their abilities. The Client’s training designee must adhere to the safety rules and all instructions given by the Service Provider while Service is being provided.

**4. Location:** Winter training will primarily be at the SoFive Soccer Centers located at 7125 Columbia Gateway Drive Unit 105, Columbia, MD 21076 and or 9881 Broken Land Parkway, Suite #103, Columbia, MD 20769. Outdoor Training will be at Troy Park 6500 Mansion Lane, Elkridge, MD 21075.

**5. Payment Amount.** The Client agrees to pay the Service Provider the following compensation for the Service performed under this Agreement per Client designee

(participant). Full payment must be received by the service Provider at the time of booking a single session or the first session of the chosen bundle. Once a bundle series begins, it must be completed **within 45 days from the first session**.

I have launched a new Platinum Package which will cover the **3 major phases** of the Student Athlete: 1. Mental, 2. Emotional and 3. Physical. There will be WEEKLY Zoom Sessions that will consist of, but not limited to the following: Mindset Development, Cognitive Techniques to Cope with the Stress and Anxiety of playing a competitive sport, How To Effectively Analyze Game Film on Yourself as well as your Opponent, In Depth Coverage Analysis, Defensive Coverages, Mechanics Reviews (where his sessions will be recorded) , Pre & Post Snap Play Recognition & Understanding, NCAA Recruitment Process and much more.

To Ensure your child is effectively grasping the information being taught, random pop quizzes will be given, and he must grade at an 80% or higher to move on to the next phase of instruction. Performance Write Ups will also be given to the athlete on a consistent basis to provide Mental and Physical strengths and weaknesses. You will receive status updates based on His Performance.

AGE	SESSION	PRICE
ADVANCED LB	Linebacker Workout	\$55
PRIVATE LB	Linebacker Workout	\$120

Hereinafter known as the "Payment Amount".

**Payment Method.** The Client shall make Payments through electronic means via the Venmo application (@TOA\_AZZAULT\_684) or CashApp (\$Toaazzault684) unless otherwise arranged. Payments must be made prior to attending the first session of a bundle series.

Hereinafter known as the "Payment Method". The Payment Amount and Payment Method collectively shall be referred to as "Compensation".

- a.) **No Refunds.** All payments for Service are non-refundable.
- b.) **Cancellations.** Cancelling a session does not result in a refund under any circumstances. A session can be rescheduled with at least 24 hours' notice otherwise missed sessions will be deemed forfeiture of that session's payment allocation.
- c.) **Late Arrivals.** A 20-minute grace period will be awarded to clients. In the event a client is more than 20 minutes late the session will be terminated and will result in a loss of session

**6. Confidentiality.** The Client acknowledges and agrees that all techniques, skill drills, and exercises are designed by the Service Provider and that the partnerships and relationships. In addition, client and customer lists, pricing, and any other data and information related to the Service Provider's business is confidential ("Confidential Information"). Therefore, except for disclosures made directly by the Service Provider and information which is a matter of public record, Client shall not, during the term of this Agreement or after its termination, disclose any Confidential Information for the benefit of the Client or any other person, except with the prior written consent of the Service Provider. The Client shall not divulge and must keep confidential the client list(s) and individual training participants.

**a.) Injunction.** Client agrees that it would be difficult to measure damage to the Service Provider's business from any breach by the Client under this Section; therefore, any monetary damages would be an inadequate remedy for such breach. Accordingly, the Client agrees that if he/she/they should breach this Section, the Service Provider shall be entitled to, in addition to all other remedies it may have at law or equity, to an injunction or other appropriate orders to restrain any such breach, without showing or proving actual damages sustained by the Service Provider

**b.) No Release.** Client agrees that the termination of this Agreement shall not release him/her/they from the obligations in this Section.

**7. Health and Welfare.** It is the responsibility of the Client to ensure that designee(s)/ participant(s) is (are) healthy and with no physical problems that would prevent participation in Service activities. The Client should ensure that a medical physical has been conducted within the last 12 months by appropriate licensed medical personnel clearing the participant for athletic participation. Responsibility for primary medical insurance coverage rests with the Client. Furthermore, the Client shall not hold the Service Provider liable for all injuries that may be incurred in the execution of training drills and exercises or other activities while in and around the Work Site.

**8. Safety.** Client and Client's designee(s)/ participant(s) shall follow all safety guidelines, Service Provider's instructions, laws and regulations while on the training site and participating in training. Service Provider shall not be responsible for any persons' risk of death, injury or bodily harm arising from or in any way related to the Services or the site where it is being performed ("Work Site"). In addition, Client agrees to act in accordance with the rules and regulations administered by federal, state, and local laws of the Work Site. Client shall be solely responsible and liable for any penalties, fines, or fees incurred in direct contradiction to Service Provider's instructions and guidelines.

**9. Alcohol and Drugs.** There shall be absolutely no consumption of alcohol, marijuana, or any illicit drugs by the Client or the Client's designee(s)/ participant(s) onsite before, during, and after training. Client agrees that the presence of alcohol and drugs are prohibited on the Work Site and while performing Services are being performed. If the

Client or any of their designee(s)/ participant(s) are determined to be present with alcohol or drugs in their possession, this Agreement shall terminate immediately.

**10. Video Recording and Pictures.** There shall be no video recording or otherwise filming of training sessions, coaching, or any participants without prior written consent for each instance prior to the event. No pictures of drills or techniques or participants performing such is permitted without written consent and review by the Service Provider. Furthermore, no posting of the same is permitted without prior written consent from the Service Provider.

**11. Promotions, Marketing, and Advertising.** The Client agrees, that during the course of any session, photography, videography and human observation from authorized personnel may be conducted as directed by the Service Provider. Therefore, the Client herein waives all rights and grants explicit permission for such product to be used by the Service Provider and its partners for the promotion, marketing, and advertising of the Service Provider and Service. The Client agrees that at no time shall royalties be earned or paid for likeness of the Client and Client's designee(s) and participant(s).

**12. Default.** In the event of default under this Agreement, the defaulted Party shall reimburse the non-defaulting Party or Parties for all costs and expenses reasonably incurred by the non-defaulting Party or Parties in connection with the default, including, without limitation, attorney's fees. Additionally, in the event a suit or action is filed to enforce this Agreement or with respect to this Agreement, the prevailing Party or Parties shall be reimbursed by the other Party for all costs and expenses incurred in connection with the suit or action, including, without limitation, reasonable attorney's fees at the trial level and on appeal.

**13. No Waiver.** No waiver of any provision of this Agreement shall be deemed or shall constitute a continuing waiver, and no waiver shall be binding unless executed in writing by the Party making the waiver.

**14. Governing Law.** This Agreement shall be governed by and shall be construed in accordance with the laws in the State of Maryland.

**15. Severability.** If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

**16. COVID-19 Liability Waiver.** I acknowledge the contagious nature of the Coronavirus/COVID-19 and that the CDC and many other public health authorities still recommend mask wearing and practicing social distancing. I voluntarily seek services provided by TOA AZZAULT 684 LLC for my child and acknowledge that I there is an increased risk to exposure to the Coronavirus/COVID-19. I acknowledge that I and my child

must comply with all set procedures to reduce the spread while utilizing the services of CJ Allen-Jones and TOA AZZAULT 684 LLC.

I attest that my child:

- Is not experiencing any symptom of illness such as cough, shortness of breath or difficulty breathing, fever, chills, repeated shaking with chills, muscle pain, headache, sore throat, or new loss of taste or smell. **If your child is experiencing any of the symptoms listed you he/she must stay home and follow CDC recommendations before returning to training.**
- has traveled out of state will test negative for COVID 3 days after returning home (if not tested after returning home, must not return to training for 10 days) before returning to training.
- has not been exposed to someone with a suspected and/or confirmed case of the Coronavirus/COVID-19.
- has not been diagnosed with Coronavirus/Covid-19 and not yet cleared as non contagious by state or local public health authorities.
- Is following all CDC recommended guidelines as much as possible and limiting my exposure to the Coronavirus/COVID-19.

TOA AZZAULT 684 LLC has taken certain steps to implement recommended guidance and protocols issued by the Public Health Agencies and government authorities for slowing the transmission of COVID-19, including, without limitation, the participation restrictions set forth above. The undersigned acknowledges and agrees that TOA AZZAULT 684 LLC may revise its procedures at any time based on updated recommended guidance and protocols issued by the Public Health Agencies or government authorities and further agrees to comply with TOA AZZAULT 684 LLC's revised procedures prior to participating in any programs of TOA AZZAULT 684 LLC. The undersigned fully understands and appreciates both the known and potential dangers of participating in the programs of TOA AZZAULT 684 LLC and acknowledges that participation by the undersigned and/or such participating children may, despite TOA AZZAULT 684 LLC's reasonable efforts to mitigate such dangers, result in exposure to COVID-19, which could result in quarantine requirements, serious illness, disability, and/or death.

I hereby release and agree to hold TOA AZZAULT 684 LLC harmless from, and waive on behalf of myself, my child, and any personal representatives, any and all causes of action, claims, demands, damages, costs, expenses and compensation for damage or loss to myself, my child and/or property that may be caused by any act, or failure to act of the TOA AZZAULT 684 LLC, or that may otherwise arise in any way in connection with any services received from TOA AZZAULT 684 LLC. I understand that this release discharges TOA AZZAULT 684 LLC from any liability or claim that I, my child, or any personal representatives may have against them with respect to any bodily injury, illness, death, medical treatment, or property damage that may arise from, or in connection to, any services received from TOA AZZAULT 684 LLC. This liability waiver and release extends to TOA AZZAULT 684 LLC together with all owners, partners, and employees.

**16. Entire Agreement.** This Agreement constitutes the entire agreement between the Parties to its subject matter and supersedes all prior contemporaneous agreements, representations, and understandings of the Parties. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by all Parties.

IN WITNESS WHEREOF, the Parties hereto agree to the above terms and have caused this Agreement to be executed in their names by their duly authorized officers.

**Parent/Guardian Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

Print Name \_\_\_\_\_

Athlete's Name \_\_\_\_\_

School Attended \_\_\_\_\_

Mailing Address: \_\_\_\_\_, City of \_\_\_\_\_,  
State of \_\_\_\_\_ ("Client")

