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Gainz

CxG

*(Coached
by Gainz)*



Welcome to CxG

(Coached by Gainz)



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Instructions

(Please Read Carefully)

We are very excited to be working with you! We want to make this process as easy as possible. Below you will find two options as to how the form must be filled.

The Liability Release and Agreement must have an authorized signature. This cannot be text from a computer or a photo of your signature.

Option 1.) Use the "ADOBE FILL & SIGN" signature app or any free application that you can find on Google on your smart phone or tablet to both fill out and sign the document. The process is identical to what you did for the liability release form:
https://www.youtube.com/watch?v=9j_N6a4YBQE

Option 2.) Print the Initial Athlete Consult, sign in the appropriate section. Once you have signed in the required places, scan and send the document back to your respective coach:

Coach By Gainz Coaches

- Ross : Hi@CoachedByGainz.com
- Ray : Ray@CoachedByGainz.com

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1. LIABILITY RELEASE, WAIVER AND INDEMNITY:

A. ("Client, Athlete") hereby to the fullest extent permitted by law, will, at its expense, indemnify, defend, and hold Ross Patrick of **Coached by Gainz ("CG")** and its affiliates, their respective directors, officers, employees, agents, contractors or representatives (collectively, the "Indemnified Parties") harmless from and against any and all claims, demands, damages, losses, judgments, amounts agreed upon in settlement, costs, and expenses of any nature whatsoever (including, without limitation, reasonable attorneys' fees with interest and disbursements) arising out of, relating to, or in connection with, in whole or in part: any act or alleged act or omission, of Client; any breach of this Agreement by Client noncompliance with applicable consulting advice, law, code, rule, regulation, or order; and any claim or action, or threatened claim or action, made for bodily injury, sickness, or disease, including death, by anyone, or for damage to property resulting from any act or omission or alleged act or omission by the Client. The Client will further indemnify the Indemnified Parties against any and all costs and fees (including, without limitation, reasonable attorneys' fees with interest and disbursements) incurred by the Indemnified Parties in connection with any investigation or the preparation related thereto or in the enforcement of the indemnity obligations under this Agreement. The Indemnified Parties are entitled to reimbursement of their attorneys' fees and expenses from the inception of the loss, damage, claim, or demand and not from the date of tender. The indemnity contained herein will be in addition to and not in limitation upon any rights of common law indemnity.

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1. LIABILITY RELEASE, WAIVER AND INDEMNITY:

B. The Client hereby I hereby waive and release CG from any and all liability or fault for any injuries, damages, expenses or otherwise that might arise directly or indirectly from any cause whatever related to the provision of services by CG or, owners, affiliates and subcontractors (collectively "CG Parties") under this or any other agreement, including any negligence. This waiver and release of liability is executed by Client without reliance upon any promise, inducement, statements or a representation by CG, or their representatives or attorneys. This waiver and release of liability shall bind the Client, the Client's heirs, successors, representatives and assigns. The Client agrees that that the terms of this release and waiver are clear, and that there are no other understandings or agreements concerning this subject matter other than as set out above, and the Client voluntarily consent to all the terms and provisions herein.

C. The Client agrees they have no known physical or mental condition that would impair their capability to participate fully, as intended or expected. These items will be asked with client prior to training. Any omission of these findings prior or during training is the responsibility of the client to mention to CG and cease training without refund.

D. The Client has carefully read the foregoing release and indemnification clause and understands the contents thereof.

E. The Client fully understands the risks of participating in physical activity and agrees that CG shall not be held liable in the case of any training related injury or death.

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2. **GENERAL REQUIREMENTS:**

1.The **CLIENT** acknowledges the **CG, Indemnified Parties, and CG Parties** are not physicians, and strongly recommend that you consult your doctor **BEFORE** you use our products or services. We are happy to answer any questions that your doctor may have about our products and services.

Initial:

2.The **CLIENT** acknowledges they are not authorized to disseminate, share, convey, or transfer any recommendation, either orally or written, provided by **CG, Indemnified Parties, and CG Parties** without express written consent.

Initial:

3 .**CG, Indemnified Parties, and CG Parties** will not under any circumstances provide recommendations or information on purchasing of performance enhancing drugs including but not limited to Anabolic steroids, Estrogen blockers, HGH etc.

Initial:

4.The **CLIENT** acknowledges a minimum commitment of **3 months** to online coaching for full coaching athletes.

Initial:

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3. TRAVEL & SHOW POLICY

Travel : Coached by Gainz coaches feel there is great value to be present at your contest and gives the option, if the coach is available, to travel to your show under the below terms. If multiple competitors are competing at one show, then costs will be divided equally among them.

1. Athletes will cover 100% of Coached by Gainz Coach's travel expenses. (Gas and Airfare)
2. Athlete will cover 100% of Coached by Gainz Coach's lodging.
3. Ticket to show for the days there.

Your coach will handle the coordination of this travel. All details of your upcoming show (dates and location) should be sent to your coach through email. Upon completion of your show, or prior expenses will be calculated and you will be sent a payment invoice. These are non-discretionary charges.

Show: Athletes within a 6 month period have the opportunity to perform up to 2 shows with their coach. Timing spent during these preps are extra attention provided to the athletes. Shows within the same period of time an additional one time charge of \$150.00 will be assessed.

This will cover typically a several day span of time. More communication on posing, plan, immediate changes – day of support then to rebound and reset with you.

Show charges are at the discretion of your coach.

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4. **TERMS OF SERVICE**

In consideration of the above referenced release, the named parties have agreed to the following terms:

CLIENT will receive custom training based on programming timeline selected through **CG**. All clients must be paid in full prior to start of programming and no refunds will be issued upon cancelation. No extension of unused time post payment.

CLIENT is aware by signing they are placed in a recurring payment through the payment processor PayPal.

By signing below, I fully understand the above referenced terms. Furthermore, I have not been coerced into entering into this release and agreement. This document contains **8 total pages**.

_____ Date: _____
(Signature, of Client, Athlete)

_____ Date: _____
(Printed Name of Client, Athlete)

The agreement accepted by **Ross Flanigan**;

_____ Date: _____

Ross Flanigan
Coached by Gainz

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