



Athlete Agreement

This agreement is made between _____ and

SkatEtrain coaching services.

A) SkatEtrain Service Fees

Athlete understands and agrees to pay the monthly fees associated with the program they have registered for. Programs are listed on the 'packages' page of the skatEtrain website.

B) Coaching Services

Athlete understands that he/she will receive the services purchased under this agreement. Athlete agrees that telephone consultations and e-mail correspondence shall be initiated by Athlete or Coach, at Athlete's expense when initiated by the Athlete. Coaching staff will respond as soon as possible and in the order received.

C) Confidentiality

i) Athlete 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 skatEtrain staff, including but not limited to, the materials provided to Athlete from e-train, website links/URL's and content, program content, and the substance of the communications between e-train and the Athlete. Failure to comply with this confidentiality clause may result – at e-trains sole discretion - in a non-refundable termination of service.

ii) e-rain undertakes to maintain Athlete personal details and correspondence in strict confidence, and will not share this information with other parties other than certified skatEtrain staff, administration, or pre-approved support personnel).

D) Athlete's Responsibilities

Athlete agrees to follow program details to the best of his or her ability, and – as may be required in the program information - will maintain a training log to be submitted to the Coach for review. Athlete agrees to define and pursue goals with dedication, focus, determination, and 100% commitment.

E) Waiver and Release of Liability, Assumption of Risk and Indemnity

I acknowledge that physical training and inline skating involves an element of risk. I assure that I am physically and medically capable of participating in this training program, and take full responsibility for my actions. In consideration of my participation as a participant of the e-train program, I myself, my heirs, executors, and administrators, RELEASE, WAIVE, and FOREVER DISCHARGE Breakawayskate, skatEtrain, and its staff from all claims, whether in law or equity, in respect of death, injury, accident or damage to my person or property HOWSOEVER CAUSED, arising from my participation in this program.

F) Governing Law

This Agreement shall be construed under and in accordance with the laws of the Dominion of Canada exclusive of any conflict-of- law or choice of law rules and principles.

G) General

This terms and conditions of this agreement may not be amended or modified without the express written consent of skatEtrain, and any attempt to do so shall be null and void. Athletes may not assign his/her rights or delegate his/her duties under this agreement without the prior written consent of skatEtrain. This agreement, constitutes 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

You should read this agreement carefully before accepting its terms. You understand and agree that the services are provided to athletes exclusively under this agreement by skatEtrain. By submitting below or accessing or using the services, you are stating that you are 18 years or older; that you have read and understand this agreement; and that you irrevocably agree to all of the terms of this agreement as updated by e-train from time to time. Continued acceptance of and compliance with the terms of this agreement are a condition of skatEtrain service.

I have read and fully understand the above:

Name: _____

Signature: _____

Date: _____