



I have enrolled in a training plan, coaching service, supplemental service, or consultation service (hereon, “Services”) with Chaski Endurance Collective, Inc. (hereon, “Company” or “Chaski”). I recognize that Services may involve recommendation of strenuous physical activity, including but not limited to, competitive running training, muscle strength and endurance training, and may potentially include any other form of physical activity or training that possesses inherent participatory risks. As with any physical activity training, physical injury is possible. Also, if I have any health problems, those problems might surface because of physical training or conditioning provided by Company’s Services and Company is in no way responsible for any outcomes due to those problems.

**True [ ]**

**False [ ]**

In consideration of my participation in this program, I hereby release Chaski Endurance Collective, Inc. and all company family, friends, or associates and agents from any claims, demands, and causes of action as a result of my voluntary participation and enrollment in the Company’s Services. I fully understand that I may become injured as a result of enrollment and subsequent involvement in this program and take full responsibility for any associated costs stemming from my voluntary participation in this program.

**True [ ]**

**False [ ]**

By signing this Agreement, I certify that Athlete is healthy and has not been placed on restricted or limited exercise and/or rigorous training by a MD within the last year. If Athlete has been told by an MD to restrict or limit training within the past year, Athlete may not participate in the Program until cleared by an MD.

**True [ ]**

**False [ ]**



TERMS AND CONDITIONS

This Agreement (the “Agreement”) is entered by and between Chaski Endurance Collective, Inc., a corporation organized under the laws of the State of Wyoming (“Chaski”, “we”, “us” or “our”) and Athlete,

\_\_\_\_\_,  
residing at

\_\_\_\_\_  
(address) (city) (state) (zip) (country)

Over the time period beginning

\_\_\_\_\_ for a period of \_\_\_\_\_ months.  
(program start date) (subscription length)

By signing and agreeing to the terms of this contract, Athlete is agreeing to be bound by the terms and conditions of this Agreement.



**1. Definitions.** As used in this Agreement, “Athlete” refers to the signee of this document and participant of the Chaski Program; and “Activities” means all program activities including, but not limited to, all sporting activities, online athletics coaching, strength coach, nutritional consultations, physical therapy, biomechanical analysis, and other consultations and athletic services.

**2. Authority to Enter into Agreement.** By signing and submitting this Agreement to Chaski, the Signee is representing and warranting that he or she is the Athlete or the Athlete’s parent or legal guardian. Signee further warrants that entering into this Agreement and/or enrolling the Athlete in a Chaski program does not violate the terms of a court order or a child custody settlement to which Athlete and/or Signee is a party. Signee agrees that Athlete may legally enter into this Agreement without the consent of another parent and/or third party, and Athlete (or Signee, if applicable) agrees to indemnify Chaski for any expenses or loss, including attorney fees, arising out of Athlete’s misstatement or legal action challenging Athlete’s authority to enter into this Agreement.

**3. Program Cancellation.** Chaski reserves the sole right to cancel any program at any moment in which the Athlete and Coach do not mutually develop a contractual relationship in which the Athlete and Coach both derive a benefit from the exchange. Should the program be cancelled, Chaski will refund Athlete a prorated amount that is calculated based on how much of the training program has been completed.

**4. Authorization and Waiver.** Signee and/or Athlete is aware that normal and usual athletic and sports related activities have certain inherent risks and may cause injury to Athlete. Nevertheless, Athlete and/or Signee gives permission and consent for Athlete’s participation in the Activities. Moreover, while Chaski uses reasonable care in the selection of its staff, coaches, contractors, consultants, and services, and takes active and proactive steps to identify, analyze, and manage risk to all Athletes and their personal property, our risk management efforts cannot eliminate all risk. By signing this contract, Athlete affirmatively understands the nature of our programs and accepts the inherent risks involved in his or her participation in such activities.



**5. Skills to Participate.** Athlete warrants that Athlete has the necessary skills and is able to participate in all reasonably anticipated aspects of the Activities. “Skills” refers to the fact that Athlete is healthy and has not been placed on restricted or limited exercise and/or rigorous training by a MD within the last year. If Athlete has been told by an MD to restrict or limit training within the past year, Athlete may not participate in the Program until cleared by an MD. Athlete represents that the nature of the Activities has already been fully disclosed to Athlete, and any brochure, flyer or announcement relating to the Activities is expressly made a part of Athlete’s authorization and waiver. Athlete affirms that Athlete has had ample opportunity to communicate with Chaski and to obtain information relating to the Chaski program before signing this contract. Athlete affirms that either he or she has no knowledge of an impairment, disease, or disability that would dampen his or her ability to participate in Activities, or Athlete affirms that he or she has disclosed this information to Chaski in writing.

**6. Coaching Services.**

The Coaching Marketplace may be used to help obtain or offer coaching services provided by Coaches (hereinafter “Coaching Services”) and to facilitate payment for such Coaching Services. See below for Additional Terms of Service for Users of the Coaching Marketplace.

Upon purchase of Coaching Services, you must designate and provide information (including billing information) about your preferred payment method (“Payment Method”). This information must be complete and accurate, and you are responsible for keeping it up to date. Your failure to maintain complete and accurate billing information may result in the termination of your access to the Services. A declined credit card payment will result in an additional \$25 fee, while a bounced check will result in an additional \$50 fee. This fee is payable regardless of whether you elect to continue with the Services.

By purchasing Coaching Services, you agree to pay any taxes, fees, or other incurred charges that apply (including without limitation any subscription fees).

We use a third-party service provider (currently Stripe, but may change at Company's discretion) to process payment information for Coaching Services. By using the Services, you authorize Company to share your transaction information with the service provider, and you are giving Company (or a third-party payment processor on its behalf) permission to charge your on-file payment card, for all fees associated with the Services requested. All payment information that you provide must be accurate, complete, and current. By providing credit card or other payment information, you represent and warrant that you are fully authorized to use the designated payment method and that you authorize us (or our third-party payment processor) to charge your payment method for the total amount of your purchase (including any applicable taxes and fees). If the payment method cannot be verified, is invalid, or is otherwise not acceptable, your purchase may be suspended or cancelled. Chaski will take reasonable efforts to inform you of a potential cancellation, but, if two weeks have passed without resolution, Chaski will automatically cancel your purchase. Following the close of two weeks past the initial transaction date, You acknowledge that the amount billed may vary due to changes to your purchases, fee changes, or changes in applicable taxes or other transactional fees, and you authorize us (or our third-party payment processor) to charge your payment method for the corresponding amount.

All fees due for the Coaching Services shall be paid immediately upon purchase of said Services, and will be billed to the Payment Method. Payment for monthly coaching services will either be billed monthly to the Payment Method provided, or will be paid in full in advance of Services through the Payment Method. All bills will be due one week from the date provided on the invoice.

If the purchased Coaching Service provides for a monthly subscription, Chaski will not refund any fees already paid to Company, even should you decide to cancel your subscription before the end of a payment period. All other Coaching Services will terminate in accordance with the plan you have chosen or product you have purchased.

**7. Service Fees.** For subscription based services that are not paid in full before beginning the Program, monthly payments for the Chaski Coaching subscription are \$199 for a six-month package and \$239 for a three-month package, or \$499 per month for the Chaski Premium Package. Athlete agrees to pay the subscription fees



for the upcoming month before the first day of that calendar month. The initial deposit that guarantees Athlete's space in a Program is due within one week of signing this Agreement unless otherwise specifically waived by Chaski. Chaski will not continue to reserve the space of any Athlete whose balance is unpaid beyond this one-week period. Should Athlete fail to pay Chaski for monthly services within the first eight days of the calendar month, Chaski can no longer guarantee Athlete's continued participation in the Program. Athlete may also pay in full for an entire subscription period in one advance payment before beginning the Program and will receive a \$25 credit against their balance for any other purchase with Chaski.

For other non-subscription services and products, Athlete agrees to pay Chaski the agreed upon price in full before Services will be provided.

**8. Deposit and Program Fee Refunds.** Your initial payment to Chaski includes a \$100 non-refundable service fee. This fee is waived for returning Athletes working with the same coach under the same program package. The remaining funds are refundable until 14 days after payment, after which time, are not refundable unless special consideration is approved by Chaski.

**9. LIMITATION OF LIABILITY.**

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL COMPANY, ITS AFFILIATES, DIRECTORS, OFFICERS, MANAGERS, EMPLOYEES, SHAREHOLDERS, AGENTS, AND LICENSORS, INCLUDING ANY THIRD-PARTY PROVIDER, BE LIABLE TO YOU UNDER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE, OR ANY OTHER LEGAL OR EQUITABLE THEORY, FOR ANY LOST PROFITS, DATA LOSS, BUSINESS LOSS, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, COMPENSATORY OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF OR RELATING TO THESE TERMS OR OUR SERVICES. THE TOTAL LIABILITY OF COMPANY, FOR ANY CLAIM ARISING OUT OF OR RELATING TO THESE TERMS OR OUR SERVICES, IS LIMITED TO A REFUND OF THE AMOUNT PAID BY USER FOR COACHING SERVICES IF SUCH COACHING SERVICES WERE IN FACT, NOT PROVIDED AS DETERMINED BY COMPANY IN ITS SOLE DISCRETION.

**10. Assumption of Risk.**

You assume all risks when using our Services, including all of the risks associated with interactions with other Users. You agree to take all necessary precautions when interacting with other Users.

You expressly agree to release Company, its subsidiaries, affiliates, officers, agents, representatives, employees, partners, and licensors (the "released parties") from any and all liability connected with your athletic activities, and promise not to sue the released parties for any claims, actions, injuries, damages, or losses associated with your athletic activities. You also agree that in no event shall the released parties be liable to you or any third-party for any direct, indirect, punitive, incidental, special or consequential damages arising out of or in any way connected with (a) your use or misuse of the Services, (b) your use of programs created by Company while engaged in athletic activities, (c) your dealings with third-party service providers or advertisers available through the Website or Services, (d) any delay or inability to use the Services experienced by you.

At this moment, I affirm that I have read and understand the above statements. Furthermore, I provide full consent to Chaski Endurance Collective, Inc. and/or any Contractors working on their behalf to provide athletic coaching, design a training plan, administer a training schedule, provide any supplemental services, or provide any additional consultations for my personal use.

I waive all liability for related problems, injuries, illnesses, poor health, fatigue, or other conditions that may require medical care or time off from work.

**11. Right of Publicity Release.** Athlete hereby grants to Chaski, its agents, and others working for it or on its behalf and their respective licensees, successors and assigns, the non-exclusive right and permission to use, publish and distribute videos and pictures in which Athlete appears and/or Athlete's full name, photos, videos, and creative writing for the publicity of Chaski programs, documentaries and educational publications. Signee and/or Athlete agrees that Athlete will have no future claim to payments or royalties for such use or the right of approval with respect to such videos, pictures, and/or any other content.

**12. Indemnification.** Athlete hereby indemnifies, releases, holds harmless and forever discharges Chaski and its staff, independent contractors, agents, employees,



officers, directors, affiliates, successors and assigns, of and from any and all claims, demands, debts, contracts, expenses, causes of action, lawsuits, damages or liabilities, of any kind or nature, whether known or unknown, in law or in equity, that Athlete ever had or may have, arising from or in any way related to Athlete's participation in the Chaski program and in any Activities conducted by Chaski. Likewise, in consideration of services to be received, Athlete hereby releases and forever discharges Chaski, its successors, administrators, staff, independent contractors, and assign from any and all actions, cause of action, liability claims and demands upon or by reason of any damage, loss, injury or suffering known and unknown, which may be sustained by the Athlete in connection with, or in course of, receiving sports training and techniques from the instructors, staff, independent contractors, officials, or employees of Chaski, or any fellow Athletes in the connection therewith and within the course of participating in the program sports training. Athlete hereby waives all of Athlete's rights to the claims, actions, cause of action, demand or suit of loss, injury, damage, or suffering sustained as a result of anything other than gross negligence on the part of Chaski. By signing this agreement, Athlete affirmatively assumes all the risks inherent and incident to training under the Chaski program.

**13. Continuity of Waiver and Indemnification.** This Agreement is binding upon Athlete, Athlete's heirs, executors, legal representatives, successors and assignees. The Agreement will continue in full force and effect even after the termination of the activities conducted by Chaski.

**14. Governing Law.** This Agreement is governed by the laws of the State of Wyoming and is intended to be as broad and inclusive as is permitted by that law. If any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions will continue to be fully effective.

**15. Entire Agreement.** This Agreement together with the program application, which is incorporated by reference into this Agreement, contains the entire agreement between the parties, and supersedes any prior written or oral agreements between them concerning Chaski's programs. This Agreement may be waived, altered, amended or repealed, in whole or in part, only upon the prior written consent of all parties. Any part, provision, representation or warranty of this Agreement which is prohibited or which is held to be void or unenforceable shall be ineffective to the



extent of such prohibition or unenforceability without invalidating the remaining provisions hereof. Any part, provision, representation or warranty of this Agreement which is prohibited or unenforceable or is held to be void or unenforceable in any jurisdiction shall be ineffective, as to such jurisdiction, to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. To the extent permitted by applicable law, the parties hereto waive any provision of law which prohibits or renders void or unenforceable any provision hereof. If the invalidity of any part, provision, representation or warranty of this Agreement shall deprive any party of the economic benefit intended to be conferred by this Agreement, the parties shall negotiate, in good-faith, to develop a structure the economic effect of which is as close as possible to the economic effect of this Agreement without regard to such invalidity.

**16. Arbitration.** Any claim or controversy that arises out of or relates to this Agreement or the alleged breach of it, and which cannot be settled by the parties themselves in good faith within an objectively reasonable period of time, will be settled by submission to the nearest chapter of the American Arbitration Association or a similar group for binding arbitration in accordance with its current rules and procedures.

By signing this document, I affirm that I am of lawful age and legally competent to sign this document; I understand the terms herein; and I have signed this document as my own free act and deed.



Name of Athlete :

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Signature of athlete or Parent/Guardian:

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Date

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