**Tina Lount-Pretre, Woodside Wildebeests Liability Waiver Form**

**Coaching Services Agreement**

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

**This Coaching Services Agreement (the “Agreement”) is entered into by and between Tina Lount-Pretre, (the "Coach" of Woodside Wildebeests) and the recreational athlete identified below (“You").**

**Recreational Athlete (“You”):**

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**1. Tina Lount-Pretre Coaching Services.** You hereby subscribe to receive coaching services from Tina Lount-Pretre.

Since results vary from individual to individual and are dependent upon many factors, the Coach cannot and does not promise or guaranty that the coaching services will meet your expectations or produce any level of results, improvements or benefits. If you are dissatisfied with the coaching services for any reason,

Your sole and exclusive remedy is to terminate this Agreement. The coaching services are personal to You and may not be transferred or assigned.

**2. Assumption of Risk, Release, Waiver and Indemnity.** You acknowledge and agree for Yourself (which for purposes of this Agreement includes Your personal representatives, executors, administrators, successors, assigns, heirs, and next of kin) that:

(1) You are qualified, in good health, and in proper physical condition to participate in the physical and athletic activities, exercises, training, and programs for

which Services are provided (collectively, the “Athletic Activities”);

(2) The Athletic Activities naturally involve risks and dangers of serious bodily injury, including permanent disability, paralysis and death, and property damage,

as well as other risks and social and economic losses or any other damage, either not known to You or not readily foreseeable at this time (collectively, the

“Risks”);

(3) The Risks may be caused by Your own actions or inactions, or the actions or inactions of others, including those who own or maintain the Third Party

Facilities (as defined below);

(4) The Coach is not providing any physical facilities (e.g., indoor or outdoor running tracks), clothing, shoes, training devices or equipment of any kind relating to Athletic Activities, and all Athletic Activities will take place at indoor or outdoor, public or private, physical facilities that are owned by third parties (the “Third Party Facilities”), and the Coach cannot and does not make any representation or warranty regarding the Third Party Facilities, including but not limited to their condition, accessibility, safety, or suitability for the Athletic Activities;

(5) You accept the condition of such Third Party Facilities, “AS IS, WHERE IS” and You agree to abide by all rules and regulations, public or private, that apply to the use of Third Party Facilities;

(6) You understand and voluntarily accept and assume all Risks and responsibility for all Injuries, whether physical or mental, including but not limited to, injuries to Yourself or Your guests, arising out of or in connection with the Athletic Activities and/or Your use of Third Party Facilities (collectively, the “Injuries”), including but not limited to the following:

 Any accidental or “slip and fall” Injuries;

 Injuries arising from participation in supervised or unsupervised activities and programs, including but not limited to those sponsored or endorsed by the

Coach;

 Injuries or medical disorders resulting from Athletic Activities, including but not limited to heart attacks, strokes, heart stress, sprains, broken bones, torn

muscles or ligaments;

 Injuries resulting from the actions taken or decisions made regarding medical or survival procedures; and

 Any loss, theft or damage to property.

(7) You voluntarily waive, release and discharge the Coach and the City of Redwood City (which includes, for purposes of this Agreement, its owners, members, directors, officers, employees, agents or volunteers) from any and all claims, liabilities, damages, losses (including but not limited to loss of time, loss of service and loss of income), causes of action, suits, costs, expenses, and attorneys’ fees (collectively, the “Losses”); arising out of or related to all Risks and

Injuries;

(8) You have health, accident and/or property insurance that is adequate to cover all Losses, Risks and Injuries;

(9) You relinquish forever and covenant not to sue, assert or otherwise maintain any claim or cause of action against the Coach (whether past, present or future, whether known or unknown, and whether anticipated or unanticipated) arising out of any Losses, Risks or Injuries; and

(10) You will indemnify, defend and hold the Coach harmless from any and all Losses, Risks and Injuries.

**Tina Lount-Pretre, Woodside Wildebeests**

**Coaching Services Agreement**

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**8. Medical Examination.** You acknowledge that the Coach is not a medical doctor or licensed health care provider of any kind. Accordingly, the Coach cannot and will not provide medical examinations or medical or healthcare advice. You are strongly encouraged to have a complete physical examination by alicensed medical doctor prior to beginning any work-out program or strenuous new activity, including but not limited to Athletic Activities for which Coaching services are provided. If you have a history of heart disease, You should consult a physician before undertaking any Athletic Activities.

**9. Limitation of Liability**. IN NO EVENT WILL THE COACH BE LIABLE FOR DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR SPECIAL DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT. THE COACH’S ENTIRE LIABILITY, AND YOUR ENTIRE AND EXCLUSIVE REMEDY, UNDER THIS AGREEMENT FOR ANY DAMAGES FROM ANY CAUSE WHATSOEVER SHALL IN NO EVENT EXCEED THE MONTHLY SERVICE FEES ACTUALLY PAID BY YOU IN THE MOST RECENT THREE (3) MONTH PERIOD**.**

**10. Arbitration.** Any dispute concerning the parties' rights and responsibilities under this Agreement which the parties cannot resolve within thirty (30) days shall be directed to binding arbitration administered by, and pursuant to the rules of, the American Arbitration Association ("AAA") in San Francisco, CA, with all expenses being shared equally by the parties. Judgment upon any AAA award may be entered in any court having jurisdiction. Any costs incurred in the enforcement of the arbitration award shall be paid by the party against whom enforcement is sought.

**11. Governing Law and Severability.** This Agreement shall be governed and interpreted in accordance with California law. If for any reason a court of competent jurisdiction finds any provision of this Agreement, or portion thereof, to be unenforceable, that provision of the Agreement shall be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this Agreement shall continue in full force and effect.

**12. Notices**. Communications and notices required or permitted under this Agreement shall be deemed delivered when hand-delivered to the receiving person, or when mailed, certified mail, return receipt requested, in first class U.S. mail, to the addresses specified in the Agreement, or when faxed to the fax number or electronically transmitted to the Internet address specified, with hard copy mailed within three (3) days thereafter in the manner set forth above. The

contact person and addresses for communications and notices are set forth in the Agreement. Any party may change its address for purposes of this notice provision by giving notice in the manner prescribed above.

**13. Force Majeure**. Neither party shall be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is

due to acts of God, public enemy, civil war, strikes or labor disputes, or any other cause beyond the parties' reasonable control. Each party agrees to notify the other party promptly of the occurrence of any such cause and to carry out this Agreement as promptly as practicable after such cause is terminated.

**14. Complete Agreement; Non-Waiver.** This Agreement (as defined above) constitutes the entire agreement between the parties. This Agreement

supersedes and replaces any and all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter. This Agreement can only be amended by specific written amendment signed by both parties. Any failure by either party to require strict performance by the other of any provision of this Agreement shall not constitute a waiver of such provision or thereafter affect the party’s full rights to require strict performance.

**Tina Lount-Pretre (“Coach” of Woodside Wildebeests):**

By: Tina Lount-Pretre Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Tina Lount-Pretre, Woodside Wildebeests

**Recreational Athlete (“You”):**

**Athlete’s Name: Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Guardian’s Name: Guardian’s Signature (if Athlete is <18)**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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