Fresh Air Fitness

Coach & Client Agreement

This agreement is made between Fresh Air Fitness LLC and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Client”) on this \_\_\_\_ day of \_\_\_\_, 20\_\_. Both parties agree to the following:

Coaching is a collaborative process with an ongoing relationship between the Parent/Child and Celeste Raduazo (“Coach”). The coaching experience supports the Child in establishing new fitness levels. The coaching agenda is developed and implemented in partnership between the Parent/Child and Coach. The role of the Coach is to help the Child progress toward achieving activities-based fitness and exercise.

\_\_\_\_\_\_\_\_\_\_\_\_The Parent and Coach agree to engage fully in the coaching experience.

**Confidentiality**

Coach agrees to keep all conversations and information with the Parent/Child private and confidential to the extent allowable by law. No personal information will be shared with anyone without the Parent’s or Child’s express permission. Exceptions may be made if there is an imminent threat of serious injury to oneself or someone else.

**Coaching Session Procedures**

Coaching sessions will occur in person, on Parent’s property. Coach and Parent/Child will adhere to established appointment times and will begin and finish all appointments on time. Parent/Child agree to provide at least 24 hours of notice if a cancellation or a rescheduling is necessary. Such notice shall be given by phone call or text to Coach at the following phone number: (978) 870-9436. If notice of cancellation or the need to reschedule an appointment is not provided by Parent/Child at least 24 hours prior to the scheduled appointment time, Parent/Child will be responsible for half the cost of the coaching fee for that session. If a cancellation or request to reschedule an appointment is provided by Parent/Child less than 3 hours before the scheduled appointment time, Parent/Child will be responsible for the full coaching fee for the scheduled session (emergencies excepted). If Parent/Child is more than 10 minutes late to an appointment, Coach will assume that the appointment is canceled and Parent/Child will be responsible for the full coaching fee for that session. If Coach is more than 10 minutes late to an appointment, Parent/Child may assume that the session is canceled and the Client shall not be responsible for any payment for that session. Both parties will make every effort to promptly communicate any arrival issues.

\_\_\_\_\_\_\_\_\_\_\_\_The Parent and Coach understand and agree to abide by the aforementioned coaching session procedures.

**Pricing and Payment Policy**

Parent agrees to engage Fresh Air Fitness for coaching sessions for Child on Mondays / Tuesdays / Wednesdays / Thursdays / Fridays at \_\_\_\_\_\_\_\_\_\_\_\_ a.m. / p.m. for the \_\_\_\_\_\_\_\_\_\_\_, 20\_\_ season at the following rate:

\_\_\_\_\_\_\_\_\_\_\_\_$35/hour for single-child sessions

\_\_\_\_\_\_\_\_\_\_\_\_$45/hour (total) for two-child sessions

\_\_\_\_\_\_\_\_\_\_\_\_$55/hour (total) for three-child sessions

\_\_\_\_\_\_\_\_\_\_\_\_$30/hour (per child) for neighborhood “pod” sessions of no more than six children

**2021 CAMP OPTIONS**

**5 Day Camp 2hr sessions/10am -12 or 1pm-3pm. @$200/week/child.**

**3 Day Camp 2hr session/10am – 12 0r 1pm-3pm. @$150/week/child.**

 2 day options are also available.

Parent agrees to promptly remit payment to Fresh Air Fitness LLC (via check, cash, or Venmo transfer as agreed upon by Parent and Coach) within 24 hours after each coaching session.

\_\_\_\_\_\_\_\_\_\_\_\_The Parent and Coach understand and agree to abide by the aforementioned pricing and payment policy.

**Inclement Weather Policy**

Coach and Child will proceed with coaching sessions notwithstanding less-than-ideal weather circumstances so long as weather conditions do not pose an imminent risk of danger (such as outdoor temperatures that are dangerously cold, pouring rain, lightning, etc.). If forecasted weather conditions appear dangerous, Coach will contact Parent and advise of the need to reschedule the appointment. Parent/Child will not be responsible for sessions cancelled due to dangerous weather conditions. Parent/Child agree that Child will arrive at coaching sessions dressed in comfortable, roomy, weather-appropriate clothing (including rain jackets, boots, mittens, hats, or scarves, as necessary).

\_\_\_\_\_\_\_\_\_\_\_\_The Parent and Coach understand and agree to abide by the aforementioned inclement weather policy.

**COVID-19 Policy**

In order to keep all of the children and families in our community safe, Parent will promptly notify Coach if (i) Child or anyone in Parent’s/Child’s immediate family has been diagnosed with or is experiencing symptoms of COVID-19; (ii) Child or anyone in Parent’s/Child’s immediate family has been exposed to anyone who has been diagnosed with COVID-19; or (iii) Child or anyone in Parent’s/Child’s immediate family has been contacted by a COVID-19 contact tracer providing notice that Child or anyone in Parent’s/Child’s immediate family has been in close contact with a COVID-19-positive individual. Likewise, Coach will promptly notify Parent if (i) Coach or anyone in Coach’s immediate family has been diagnosed with or is experiencing symptoms of COVID-19; (ii) Coach or anyone in Coach’s immediate family has been exposed to anyone who has been diagnosed with COVID-19; or (iii) Coach or anyone in Coach’s immediate family has been contacted by a COVID-19 contact tracer providing notice that Coach or anyone in Coach’s immediate family has been in close contact with a COVID-19-positive individual. If one of the aforementioned scenarios arises, a return to scheduled workouts will not be permitted without: (i) a 14-day quarantine by Child/Coach; or (ii) a doctor’s release or negative COVID-19 test result for Child/Coach. Coach and Parent will discuss a return to the regular workout sessions together and there will be no charges during this time period. Coach will wear a face mask at all times during workout sessions, and all equipment will be thoroughly sanitized before and after each session. Child is encouraged but isnot required to wear a mask during workout sessions. Parent agrees to advise Coach if it is Parent’s wish for Child to wear a mask during workout sessions.

\_\_\_\_\_\_\_\_\_\_\_\_The Parent and Coach understand and agree to abide by the aforementioned COVID-19 policy.

**Waiver & Release Policy**

Because physical exercise can be strenuous and can subject individuals to risk of serious injury, Parent/Child agree that Child will obtain a physical examination from a doctor and Parent/Child will complete the Fresh Air Medical Release Form and Youth Physical Activity Readiness Questionnaire before Child participates in coaching sessions. Parent/Child agree that by participating in physical exercise or training activities, Child does so entirely at Parent’s/Child’s own risk. Parent/Child agree that Child is voluntarily participating in workout sessions and in using Fresh Air Fitness’s equipment. Parent/Child assume all risks of injury, illness, or death. Neither Coach nor Fresh Air Fitness nor any of its employees or agents are responsible for any personal injury, death, or loss or damage to personal property that occurs as a result of negligence or otherwise during or in connection with workout sessions. As partial consideration in exchange for Fresh Air Fitness’s coaching services, Parent/Child expressly agree to release and discharge Coach, Fresh Air Fitness, and its employees or agents from any and all claims or causes of action grounded in an assertion of negligence on the part of Coach, Fresh Air Fitness, or its employees or agents. In addition, Parent/Child agree to voluntarily give up or waive any right that Parent/Child may otherwise have to bring a legal action against Coach, Fresh Air Fitness, and its employees or agents for personal injury, wrongful death, or property damage. If any portion of this release from liability shall be deemed by a Court of competent jurisdiction to be invalid, then the offending provision or provisions shall be severed and the remainder of this release from liability shall remain in full force.

\_\_\_\_\_\_\_\_\_\_\_\_Parent/Child acknowledges that they have carefully read this waiver and release policy and fully understand that it is a release of liability.

**Written Modification Policy**

\_\_\_\_\_\_\_\_\_\_\_\_Parent/Child and Coach agree that no provisions of this Agreement may be modified, waived, or discharged unless such waiver, modification, or discharge is agreed to in writing signed by the undersigned parties.

**Acceptance**

The below signed parties hereby enter into this Agreement and acknowledge and accept the terms set forth above.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Parent signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Coach signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date

1/26/21