

**Go the Distance Performance Coaching, LLC**  
**COACHING AGREEMENT**

This Agreement is entered into by and between Go the Distance Performance Coaching, LLC (hereinafter "GTDPCC") and \_\_\_\_\_ (hereinafter "Client"), \_\_\_\_\_, \_\_\_\_\_ [Address] whereby Coach Brock Bailey, MS, USATF Level 2 Endurance Coach (hereinafter "Coach") will, on behalf of GTDPT, provide endurance running coaching services for Client.

Description of Coaching: Coaching is a partnership (defined as an alliance, not a legal business partnership) between Coach and Client in a thought-provoking and creative process that inspires the client to maximize distance running potential. It is designed to facilitate the creation/development of personal goals and to develop and carry out a strategy/plan for achieving those goals.

1) Coach-Client Relationship

A. Client is solely responsible for creating and implementing his/her own physical, mental and emotional well-being, decisions, choices, actions and results arising out of or resulting from the coaching relationship and his/her interactions with Coach. As such, Client agrees that Coach is not and will not be liable or responsible for any actions or inaction, or for any direct or indirect result of any services provided by Coach. Client understands coaching is not therapy and does not substitute for therapy if needed, and does not prevent, cure, or treat any physical or mental disorder or medical conditions.

B. Client further acknowledges that Client or GTDPC may terminate or discontinue the coaching relationship at any time.

C. Client acknowledges that coaching is a comprehensive process that may involve different areas of his or her life, including work, finances, health, relationships, education and recreation. Client agrees that deciding how to handle these issues, incorporate coaching principles into those areas and implementing choices is exclusively Client's responsibility.

D. Client acknowledges that coaching does not involve the diagnosis or treatment of physical or mental disorders and that coaching is not to be used as a substitute for treatment, counseling, therapy, mental health care, substance abuse treatment, or other professional advice by legal, medical or other qualified professionals and that it is Client's exclusive responsibility to seek such independent professional guidance as needed. If Client is currently under the care of a mental health professional, it is recommended that Client promptly inform the mental health care provider of the nature and extent of the coaching relationship agreed upon by Client and Coach.

E. Client understands that in order to enhance the coaching relationship, Client agrees to communicate honestly, be open to feedback and assistance and to create the time and energy to participate fully in the program.

## 2) Services

Client agrees to engage in a monthly Coaching Program that may include, but is not limited to, the following method(s): internet, text, telephone and/or in-person meetings and communication. Coach will be available to Client by email, text, voicemail, phone calls, video chats, etc as defined by the level of coaching the Client has chosen - Go Gold, Go Silver, Go Bronze and/or Go In Person.

## 3) Schedule and Fees

This coaching agreement is valid on a monthly basis. The fee must be paid in advance (by the 25th of the month preceding month of service).

The monthly fee is dependent upon level of service:

- Go Gold - \$160 per month - all benefits of Go Silver plus unlimited phone calls and video chats (phone calls and video chats must be scheduled in advance)
- Go Silver - \$120 per month - all benefits of Go Bronze plus unlimited email and text (Coach's response time will be within 36 hours)
- Go Bronze - \$75 per month - development of training plan and weekly input and feedback from coach

Go In Person Coaching sessions are available in two hour blocks:

- 1 or 2 sessions per month - \$120 per two hour block (plus mileage)
- 3 or 4 sessions per month - \$100 per two hour block (plus mileage)
- 5+ sessions per month - \$85 per two hour block (plus mileage)

Round trip mileage will be charged at the current IRS mileage rate.

No refund will be given for monthly coaching services for any reason other than GTDPC inability to provide agreed services. All Go In Person Coaching sessions must be used within the calendar month purchased because they expire at the end of each month and cannot be carried forward to future months. Fees are subject to change, and GTDPC will notify Client one month in advance of any such change.

## 4) Procedure

Client will complete a brief survey detailing Client's current fitness level, previous running and activity history and available time for training. Once complete, Coach will schedule a 30-minute consultation with Client. Coach will develop and provide the monthly workout within three business days following the consultation.

All monthly workouts will be posted on the Client portal section of the coaching website - gocoach.run. Client will login to website to view training schedule and record workout results. Coach will view and comment weekly for Go Bronze Client's and will view and comment multiple times per week for Go Silver and Go Gold Client's.

The time of any coaching meetings and/or location will be determined by Coach and Client based on a mutually agreed upon time and location.

For Client's subscribing to a qualifying training service, Client will initiate all scheduled calls and will call Coach at the number provided. If Coach will be at any other number for a scheduled call, Client will be notified prior to the scheduled appointment time. Video conferencing may be used in the place of or in addition to a phone call. The preferred video conferencing mode will be decided on in advance and may include but is not limited to Google Hangouts or FaceTime.

#### 5) Confidentiality

This coaching relationship, as well as all information (documented or verbal) that Client shares with Coach as part of this relationship, is bound by the principles of confidentiality. However, please be aware that the Coach-Client relationship is not considered a legally confidential relationship (like the medical and legal professions); thus, communications are not subject to the protection of any legally recognized privilege. Coach agrees not to disclose any information pertaining to Client without Client's written consent. Coach will not disclose Client's name as a reference without Client's consent.

Confidential Information does not include information that: (a) was in Coach's possession prior to its being furnished by Client; (b) is generally known to the public or in Client's industry; (c) is obtained by Coach from a third party, without breach of any obligation to Client; (d) is independently developed by Coach without use of or reference to Client's confidential information; or (e) Coach is required by statute, lawfully issued subpoena, or by court order to disclose; (f) is disclosed to Coach and as a result of such disclosure Coach reasonably believes there to be an imminent or likely risk of danger or harm to Client or others; and (g) involves illegal activity. Client also acknowledges his or her continuing obligation to raise any confidentiality questions or concerns with Coach in a timely manner.

#### 6) Release of Information

To improve the quality of the coaching experience, Coach engages in training and continuing education that may include but is not limited to: attending conferences, completing online training and consulting with coaching peers.

According to the ethics of our profession, topics may be anonymously and hypothetically shared with other coaching professionals for training, supervision, mentoring, evaluation, and for Coach professional development and/or consultation purposes.

#### 7) Meeting Cancellation Policy

Client agrees that it is Client's responsibility to notify Coach a minimum of four hours in advance of any scheduled calls/meetings. Coach reserves the right to bill Client for a missed meeting. Coach will attempt in good faith to reschedule the missed meeting.

#### 8) Record Retention Policy

In an ongoing process of evaluation and continual improvement, Coach may retain all information provided by the Client and developed for the Client.

Client acknowledges that Coach has disclosed his/her record retention policy with respect to documents, information and data acquired or shared during the term of the Coach-Client relationship. Such records will be maintained by Coach in a format of Coach's choice (print or digital/electronic) for a period of not less than three years.

#### 9) Termination

Either Client or Coach may terminate this Agreement at any time with or without cause and with no written notice required. Client agrees to compensate Coach for all coaching services rendered through and including the effective month of termination of the coaching relationship. If Coach terminates this Agreement, a prorated refund will be provided to Client.

#### 10) Limited Liability

Except as expressly provided in this Agreement, Coach makes no guarantees, representations or warranties of any kind or nature, express or implied with respect to the coaching services negotiated, agreed upon and rendered. In no event shall Coach be liable to Client for any indirect, consequential or special damages. Notwithstanding any damages that Client may incur, Coach's entire liability under this Agreement, and Client's exclusive remedy, shall be limited to the amount actually paid by Client to Coach under this Agreement for all coaching services rendered through and including the termination date.

#### 11) Entire Agreement

This document reflects the entire agreement between Coach and Client, and reflects a complete understanding of the parties with respect to the subject matter. This Agreement supersedes all prior written and oral representations. The Agreement may not be amended, altered or supplemented except in writing and signed by both Coach and Client.

#### 12) Dispute Resolution

If a dispute arises out of this Agreement that cannot be resolved by mutual consent, Client and Coach agree to attempt to mediate in good faith for up to 30 days after notice given. If the dispute is not so resolved, and in the event of legal action, the prevailing party shall be entitled to recover attorney's fees and court costs from the other party.

#### 13) Severability

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If the Court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

#### 14) Waiver

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

15) Applicable Law and Venue

This Agreement shall be governed and construed in accordance with the laws of the State of South Carolina without giving effect to any conflicts of laws provisions. Except as otherwise required by law, the parties agree that the courts of the State of South Carolina shall have sole and exclusive jurisdiction over any matter arising from the interpretation, purpose, effect, or operation of this Agreement and do consent to venue in Pickens County, South Carolina, and waive any rights they may have to assert jurisdiction or venue in any other court, administrative forum, or other adjudicative body

16) Indemnification

Client agrees to indemnify and hold Coach and GTDPC, including its affiliates, officers, agents, representatives, employees, partners and licensors, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of Client's activities related to services provided to Client under the terms of the Agreement.

16) Binding Effect

This Agreement shall be binding upon the parties hereto and their respective successors and permissible assigns.

This Client Agreement must be signed prior to receiving any coaching services.

\_\_\_\_\_  
Client's name (please print clearly)

\_\_\_\_\_  
Client's signature

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

\_\_\_\_\_  
Parent/guardian signature (applicable for Clients under 18)

**Go The Distance Performance Coaching, LLC**

\_\_\_\_\_  
(Sign here)

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

\_\_\_\_\_, Coach  
(Print Name)



**GO THE DISTANCE**  
PERFORMANCE COACHING