



MEASURE BACKWARDS

Coaching Agreement

This Coaching Agreement is entered into as of the _____ day of _____, 20____ between _____(Coach) and _____(Client).

Coach and the Client (each a "Party" and together as "Parties") agree to the following:

Coaching is a collaborative process with an ongoing relationship between the Client and Coach. This coaching experience supports the Client in establishing new behaviors. The coaching relationship is designed to be forward-looking, strengths-based and collaborative. A coaching agenda will be developed and implemented in partnership between the Client and the Coach. The role of the Coach is to help the Client create and develop personal goals by creating a tailored action plan for achieving those goals.

1. Coach-Client Relationship

A. By entering into this relationship, the Client and Coach acknowledge that the Client desires to make a behavioral change or some type of improvement in his or her life. Behavioral change often takes time to implement and sustain. The pace of change is uncertain and varies amongst individuals.

B. Client is solely responsible for creating and implementing his/her own physical, mental and emotional well-being, decisions, choices, and actions arising out of or resulting from the coaching relationship process. As such, the Client agrees that the Coach is not liable or responsible for any actions or inaction, or for any direct or indirect consequence, resulting from any services provided by the Coach. Client understands coaching is not therapy and is not a substitute for therapy if needed, and does not prevent, cure, or treat any specific medical disease.

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. The Client agrees that deciding how to incorporate coaching principles into these areas and implementing choices is exclusively the Client's responsibility.

D. Client acknowledges that coaching does not involve the diagnosis or treatment of mental disorders and that coaching is not to be used as a substitute for counseling, psychotherapy, psychoanalysis, mental health care, substance abuse treatment, or other professional advice by legal, medical or other qualified professionals. It is the 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 strongly recommended that the Client promptly inform the mental health care provider of the nature and extent of the coaching relationship agreed upon by the Client and the Coach.

E. The Client understands that in order to enhance the coaching relationship, the Client agrees to communicate honestly, be open to feedback, request and assistance when necessary, and dedicate the requisite time and energy to fully participate in the program.

2. Coaching Session Procedures

A. This coaching agreement is valid as of _____ with first month's payment.

B. The Parties agree to engage in a month Coaching Program via phone, email, or video

conference, depending on the Client's preferred method of communication and what coaching package is selected.

C. The Coach and Client agree to adhere to established appointment times. The Coach will initiate all scheduled sessions utilizing the Client's preferred method of communication. The frequency of these communications and services provided by the Coach will be dependent on what coaching package was selected.

D. The Coach and Client agree to begin and finish all appointments on time. If the Client is more than 15 minutes late to an appointment, the Coach will assume that the appointment is cancelled. If the Coach is more than 15 minutes late to an appointment, the Client may assume that the session is cancelled.

E. The Client agrees to cancel or reschedule an appointment at least 24 hours in advance.

3. Confidentiality

The Coach agrees to keep all conversations and information with the Client private and confidential. However, please be aware that the Coach-Client relationship is not considered a legally confidential relationship (like the medical and legal professions) and thus communications are not subject to the same legal protections. The Coach agrees not to disclose any information pertaining to the Client unless order by a Court. In all other cases, Coach agrees not to disclose any information disclosed during the relationship without the Client's written consent. Furthermore, the Coach will not disclose the Client's name as a reference without the Client's consent.

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

4. Cancellation Policy For Meetings and Scheduled Communications

Client agrees that it is the Client's responsibility to notify the Coach 24 hours in advance of the scheduled calls/meetings if there is a need to cancel. Coach will attempt in good faith to reschedule the missed meeting.

5. Suspension or Termination of Services

Either the Client or the Coach may suspend or terminate this Agreement at any time upon notifying the other party with 2 weeks written notice. Client agrees to compensate the Coach for all coaching services rendered through and including the effective date of suspension or termination of the coaching relationship. Measure Backwards LLC, and its agents reserve the sole right to suspend or terminate services immediately and without written notice to Client upon nonpayment of any sum due, default, or other breach of this Agreement by the Client.

Measure Backwards LLC and its agents also reserve the sole right to decline to provide services, suspend, or terminate performance of current services if the health and safety of the Client are at risk upon their judgement. In situations where a Client prepays for a Coaching service, but is declining due to health risks, a refund will be issued.

6. Limited Liability

Except as expressly provided in this Agreement, the Coach makes no guarantees, representations or

warranties of any kind or nature, express or implied with respect to the coaching services rendered to Client. Client agrees to indemnify and hold harmless its Coach and Measure Backwards LLC from any liability, damages, costs, and expenses (including reasonable attorney's fees) sustained or incurred in connection with performance of services under this Agreement. In no event shall the Coach nor Measure Backwards be liable to the Client for any indirect, consequential or special damages resulting directly or indirectly from coaching services. Notwithstanding any damages that the Client may incur, the Coach's entire liability under this Agreement, and the Client's exclusive remedy, shall be limited to the amount actually paid by the Client to the Coach under this Agreement for all coaching services rendered through and including the termination date.

7. Force Majeure; Inability to Perform Services

Coach will not be liable for any failure or delay in performing the Services, whether in whole or in part, where such failure or delay is caused by circumstances beyond its control, including acts of God, severe weather, fire, terrorism, vandalism, civil riots, pandemics, war, civil disturbance, court order or any other cause over which Coach will not be liable.

8. Entire Agreement

This document reflects the entire agreement between the Coach and the 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 signed by both the Coach and the Client.

9. Dispute Resolution

If a dispute arises out of this Agreement that cannot be resolved by mutual consent, the 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.

10. Severability

This Agreement is intended to comply with all applicable laws, rules, and regulations. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall survive and continue in full force and effect to the maximum extent allowed by law. If a court of competent jurisdiction holds any provision of this Agreement invalid, void, or unenforceable under applicable law, the court shall give the provision the greatest effect under the law and modify the provision so as to conform to applicable law if that can be done in a manner which does not frustrate the purpose of this Agreement.

11. 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.

12. Applicable Law

This Agreement shall be governed and construed in accordance with the laws of the State of Ohio, without giving effect to any conflicts of laws provisions. Venue of any litigation arising in connection with this Agreement shall be exclusively in Stark County, Ohio.

13. Binding Effect

This Agreement shall be binding upon the Parties hereto and their respective successors, heirs, executors, administrators, distributees, guardians and next kin. Neither this Agreement nor any duties or obligations under this Agreement may be assigned or delegated by the Client without the prior written consent of the

Coach.

14. Headings

The section headings in this Agreement are for identification purposes only and shall not affect the interpretation or any party hereof.

Client acknowledges that it has received a copy of the Terms & Conditions, Release and Waiver of Liability, and any amendments to them hereafter adopted. Client further acknowledges, that it has read and fully understood the terms of the Agreement. Client agrees that it is signing this freely and voluntarily without any inducement. Client agrees to abide by and be bound by the Terms & Conditions including the Release and Waiver provision.

_____ / _____

Client Signature/Date

_____ / _____

Coach Signature/Date

Client Medical Certification

I _____ (Client), certify that I am in good health and have no disability, impairment, medical condition, illness, or health related issue which may prevent me from engaging in exercise, utilizing services of Measure Backwards, or participating in activities. I assume full responsibility for my medical condition as it relates to engaging in exercise, training, or any other activity as it relates to Services as offered by Measure Backwards or its coaches. I have consulted with a physician and have not been instructed by a physician to refrain from participating in any activities or Services offered by Measure Backwards.

_____ / _____

Client Signature/Date

INSTRUCTIONS:

Please sign both copies and return one copy of this Client Agreement prior to the first scheduled coaching meeting. Retain one copy for your records and email the other one to: kel@measurebackwards.com