



Coaching Contract and Athlete Release And Waiver

A. Coaching Services

1. I hereby contract with Atul Godbole (hereafter "COACH"), of Motiv8 Coaching (hereafter "MOTIV8") as my personal coach for endurance sports, including but not limited to triathlon, running, cycling, swimming, strength, nutrition, and mental preparedness.
2. I agree to pay the agreed upon coaching fees for the agreed upon duration. I understand that payment is due in advance of receiving said services.
3. I understand that COACH or MOTIV8 makes no guarantees or warranties as to the effectiveness or success of its coaching and training program, or advice provided as part of such a program. Responsibility for training and racing, and success therein rests with the athlete.
4. I understand that injury while or post training and/or competition can occur.
5. I understand that illness as a result of training and/or competition can occur.
6. I understand that COACH is not trained as a medical or health professional. It is my responsibility to consult with a physician or health care professional prior to the start of this, or any physical training program.

B. Waiver and Release from Liability

1. In consideration for being accepted as a client by COACH, I hereby attest that I am in good general health, and a qualified medical doctor has verified this.
2. I fully understand the risk inherent in such a fitness/ training program, such as, but not limited to, triathlon, duathlon, cycling, mountain biking, swimming, running, strength training or any other endurance sport or activity, and can be an extreme test of my physical and mental limits and may cause infection, illness, injury or death.
3. I accept for myself, my heirs, and my personal representatives full responsibility for any and all personal bodily infection, illness, injury, death, or property losses that may occur as a result of my being a part of this program or engaging in training sessions, or competition of any kind.
4. I fully understand and am aware of any temporary and/or permanent local and/or national laws, orders and/or ordinances ("LAWS") with respect to training outdoors and/or public areas and will comply with them.
5. I hereby indemnify and save and hold harmless my COACH and/or MOTIV8, its officers, directors, administrators, employees, consultants, coaches, agents, or sponsors from claims, costs or liabilities for breach of LAWS or any infection, illness, personal injury, death or damages of any kind which I may personally incur or cause others, at any time in the future, resulting from training or participation in any competition, race, or other event.
6. I have read and voluntarily signed the waiver and release from liability, and further agree that no oral representations, statements, or inducements apart from the foregoing written agreement have been made.
7. This contract and release will be applicable for all services provided by COACH and/or MOTIV8.
8. This contract and release will be effective from the time you started using the services provided by COACH and/or MOTIV8.

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C. Intellectual Property

1. I understand that all the training plans, resources, videos, articles and other data shared in any form or medium including but not limited to the websites finalsurge.com and motiv8coaching.com, as well as via email and Whatsapp, is the intellectual property (hereafter "IP") of MOTIV8.
2. I understand that all legal provisions and usage and distribution restrictions applicable to any intellectual property also applies to the IP and I agree to not share the IP with any other person or organization, in any way, form or via any medium, without the express written permission from MOTIV8.

D. Governing Law & Jurisdiction

This agreement and all disputes arising in connection herewith, shall be governed by and construed in accordance with the laws of the District of Pune, Maharashtra, India without regard to the conflict of laws principles thereof. I hereby consent to the jurisdiction of the courts located in the District of Pune, Maharashtra, India, and acknowledge that such courts would be the most convenient forum for all matters relating to this agreement, and I waive any other venue to which it may be entitled by virtue of domicile or otherwise.

E. Acceptance Of This Contract

By sending this contract via email to info@motiv8coaching.com you attest to having read, agreeing to and accepting all the terms and conditions contained herein.