



**Marilyn Chychota Coaching LLC**

## **Terms of Service**

By virtue of your use of Marilyn Chychota Coaching Services (camps, clinics, presentations, website, coaching, training programs) – you confirm your agreement to the terms contained in this waiver and release from liability agreement (the “Agreement”).

You hereby attest that:

1. A licensed medical doctor has given you clearance to undertake extremely strenuous physical activity, including maximal effort training and athletic competition;
2. You understand the risks inherent in training, including (but not limited to) cycling on roads open to traffic, trail running and high volume endurance training;
3. You fully understand the risk inherent in undertaking a fitness program and accept for yourself, your heirs, and your personal representatives full responsibility for personal bodily injury, death, or property losses that may occur as a result of being a part of this program or engaging in training sessions.
4. You understand that subscription to MCC requires a non-refundable quarterly payment.

**Indemnity, Waiver and Release From Liability:** you hereby indemnify, hold harmless, waive and release from liability Marilyn Chychota Coaching, LLC, its directors, officers, employees, associates and assigns from any loss, liability, damage and cost you may incur due to your participation in the Marilyn Chychota Coaching training program.

**Intent:** You affirm that it is your express intent to indemnify, hold harmless, waive and release from liability Marilyn Chychota Coaching, LLC, its directors, officers, employees, associates and assigns from any loss, liability, damage and cost you may incur due to your participation in this program. You further affirm that your express intent is made with full knowledge and awareness of its consequences. You further affirm that it is your strongest wish and desire that your intent be binding on yourself.

**Total Agreement:** You confirm to have read and voluntarily agreed to this waiver and release from liability, and further agree that no oral representations, statements or inducements apart from the foregoing written agreement have been made.

Governing Law: This Agreement has been made, delivered and is intended to be performed in the State of Arizona and shall be construed in accordance with the laws of the State of Arizona. The Parties hereby agree that in the event any dispute arises (1) over the interpretation or enforcement of this Agreement, or (2) over any issue regarding the Athlete's participation in the program, that the parties consent to arbitrate the dispute before the Judicial Arbitrator. All Parties expressly consent to such jurisdiction and venue.

Severability: If a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable, then such offending provision shall, if feasible, be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable.

Integration: This Agreement and its terms and provisions constitute the entire agreement of the Parties and a complete merger of all prior negotiations and agreements, which are hereby expressly superseded by this Agreement. This Agreement shall not be changed, modified or amended and no waiver of any provision of this Agreement shall be effective except by written instrument, specifying that it amends this Agreement and signed by the Parties or their authorized representatives.

Costs: The prevailing party in any action arising out of, or related to, this Agreement shall be entitled to all attorney's fees and expenses.

Headings: The headings of paragraphs herein are intended solely for convenience of reference and shall not control the meaning or interpretation of any of the provisions of this Agreement.

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

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

Address: \_\_\_\_\_

Street

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

Email Address: \_\_\_\_\_