



APEX ATHLETICS — Athlete Agreement + Liability Waiver

Effective Date: _____

This Athlete Agreement and Liability Waiver (“Agreement”) is between **APEX Athletics** (“APEX,” “we,” “us”) and the undersigned athlete and/or parent/guardian (“Athlete,” “you”).

Contact: APEXtc01@gmail.com

Base Location: Starkville, Mississippi (serving remote athletes worldwide)

1) Services Covered

APEX provides coaching services, which may include:

- In-person, hybrid, and remote track & field coaching/programming
- Optional in-person training sessions
- Training guidance, communication, and feedback
- Speaking/clinics (if applicable)

2) Coaching Packages and Pricing (month-to-month)

Select a package during onboarding. Packages are billed monthly unless otherwise agreed in writing.

Starter package \$150usd/month

- You will receive a training program each month geared towards your individual goals
- 1 monthly phone call with APEX Athletics coach
- Weekly email check-ins and updates

Peak package \$225usd/month

- You will receive a training program each month geared towards your individual goals
- 1 weekly phone call with APEX Athletics coach
- Weekly email check-ins and updates

APEX Package \$400usd/month

- You will receive a training program each month geared towards your individual goals
- 2 or more in-person training sessions with APEX Athletics coach or athlete each month



- 1 weekly phone call with APEX Athletics coach
- Semi-Daily email check-ins and updates

Important notes:

- In-person sessions depend on scheduling, location, and availability.
- Athlete is responsible for travel, facility fees, meet fees, equipment, and medical costs unless otherwise agreed in writing.

3) Athlete Responsibilities

You agree to:

- Follow the program as written, including warm-ups, cool-downs, and recovery guidance
- Communicate honestly about training completion, soreness/pain, illness, sleep, stress, travel, and meet schedule
- Use appropriate equipment and safe training locations
- Stop training and seek medical guidance if you have pain, injury symptoms, dizziness, chest pain, fainting, or unusual shortness of breath
- Behave respectfully toward coaches, athletes, staff, facility personnel, and officials

4) Medical Clearance and Health Disclosure

You represent that:

- You are physically able to participate in track & field training and competition
- You will obtain medical clearance when appropriate
- You will disclose relevant medical conditions, injuries, medications, or limitations that may affect training

APEX is **not** a medical provider and does not diagnose or treat injuries.

5) ASSUMPTION OF RISK (Track & Field is inherently risky)

You understand and agree that track & field training and competition involve inherent risks, including but not limited to:

- Muscle strains, pulls, sprains, fractures, overuse injuries, concussions, heat illness, dehydration
- Risks from training surfaces, facilities, equipment, travel, weather/heat/humidity
- Risks related to remote training performed without in-person supervision



- Risks related to participation in meets, clinics, camps, or training sessions

You voluntarily assume **all** known and unknown risks to the fullest extent permitted by law.

6) RELEASE OF LIABILITY / WAIVER OF CLAIMS

To the fullest extent permitted by law, you **release and waive** any and all claims against **APEX Athletics** and all “Released Parties,” including:

- Owners, coaches, staff, contractors, volunteers, athletes, agents, affiliates
 - Facility owners/operators where training occurs
 - Sponsors and partners
- from any and all claims arising out of or related to participation in APEX services, training, travel, and events, including claims based on alleged negligence (except where prohibited by law).

7) COVENANT NOT TO SUE

To the fullest extent permitted by law, you agree **not to sue** or bring any legal action against any Released Party for any injury, illness, loss, or damage related to participation in APEX services, except where prohibited by law.

8) INDEMNIFICATION + HOLD HARMLESS

To the fullest extent permitted by law, you agree to **defend, indemnify, and hold harmless** APEX and the Released Parties from any claims, demands, lawsuits, damages, costs, or attorney’s fees arising out of or related to:

- Your participation in training/competition
 - Your violation of this Agreement, rules, or safety guidance
 - Your misconduct, misrepresentation, or failure to disclose relevant health conditions
 - Claims brought by third parties caused by your acts or omissions
- If Athlete is a minor, the parent/guardian also agrees to indemnify.

9) Rules, Conduct, Suspension, Termination

APEX may suspend or terminate participation for safety reasons, misconduct, repeated rule violations, non-payment, harassment, or behavior that disrupts the training environment.

10) Payments, Billing, Cancellation, and No-Show Policy



- **Billing:** Fees are due **monthly in advance** unless otherwise agreed in writing.
- **Late Payments:** Services may be paused if payment is more than **5 days** late.
- **Cancellation Notice:** You may cancel with at least **7 days' notice** before the next billing date.
- **Refunds:** Unless required by law, monthly fees are **non-refundable** once the billing cycle begins.
- **No-Show / Late Cancel (Safety Policy):** Missed calls/sessions without at least **24 hours' notice** may be treated as completed for scheduling purposes.
- **Chargebacks/Disputes:** You agree to contact APEX first to resolve any billing issues before initiating a chargeback.

11) No Guarantees

APEX does not guarantee results, times, rankings, scholarships, medals, team selection, injury prevention, or specific outcomes.

12) Media Release (choose one)

Option A (Yes): I grant APEX permission to use my (or my child's) name, image, likeness, photos, videos, and performance content for APEX marketing, website, and social media.

Option B (No): I do not grant permission.

You may revoke permission in writing for future use, but prior use may remain.

Media Consent Selection: YES NO

13) Privacy and Communications

APEX will use reasonable care to protect personal information, but electronic communications (email/text/WhatsApp/social platforms) are not guaranteed to be fully secure. You agree that coaching communications may occur through these channels.

14) LIMITATION OF LIABILITY

To the fullest extent permitted by law, APEX's total liability for any claim is limited to the amount you paid APEX in the **most recent 30 days**. APEX is not liable for indirect, incidental, or consequential damages.

15) Dispute Resolution (Mediation → Binding Arbitration in Mississippi)



PLEASE READ CAREFULLY.

To the fullest extent permitted by law, any dispute or claim arising out of or relating to APEX services or this Agreement will be resolved as follows:

1. **Good-faith negotiation** (written notice + 14 days to attempt resolution), then
2. **Mediation** in Mississippi, then
3. If not resolved, **binding arbitration** in Mississippi.

Class Action Waiver: You agree that claims must be fully brought in your individual capacity and not as a plaintiff/class member in any class or representative action (permitted by law).

Governing Law / Venue: Mississippi law governs (unless required otherwise). Arbitration venue: Mississippi.

Attorney's Fees: The arbitrator may award attorney's fees and costs were permitted by law and/or arbitration rules.

16) Miscellaneous

- **Severability:** If any provision is unenforceable, the rest remains in effect.
- **Entire Agreement:** This is the full agreement between you and APEX on this topic.
- **Changes:** Any changes must be in writing.
- **Electronic Signatures:** E-signatures and typed names are acceptable.

17) Acknowledgement and Acceptance

By signing/accepting, you acknowledge you have read this Agreement, understand it, and agree to its terms.