

A muscular man with tattoos and a geometric background. The man is shirtless, showing his chest and abdominal muscles. He has a short haircut and a beard. He is looking towards the camera. The background is dark with various geometric shapes, including triangles and chevrons, in white and red. The text "LIABILITY RELEASE AND AGREEMENT" is written in a stylized, red and white font. The text "MILLER ELITE" is written in a white, bold font at the bottom. There is a large, stylized chevron graphic at the bottom right.

LIABILITY RELEASE AND AGREEMENT

MILLER ELITE

WELCOME TO



MILLER ELITE



STRAPT
APPAREL

REVIVE 
EXPERIENCE THE DIFFERENCE

WWW.MILLERELITE.COM

INSTRUCTIONS

(PLEASE READ CAREFULLY)

We are very excited to be working with you! We want to make this process as easy as possible. Below you will find two options as to how the form must be filled.

The Liability Release and Agreement must have an authorized signature. This cannot be text from a computer or a photo of your signature.

Option 1.) Use a signature app on your smart phone or tablet to sign the document. Many of the applications are free and are available for all devices. We recommend the app CudaSign - this app will allow you to send 5 free, signed documents per month.

Option 2.) Print the Initial Athlete Consult, sign in the appropriate section. Once you have signed in the required places, scan and send the document back to your respective coach:

MillerElite Coaches

Braeden Miller - Braeden@MillerElite.com

Jordan Macdonald - Jordan@MillerElite.com

Tyler Toth - Tyler@MillerElite.com

Dillon Phaneuf - Dillon@MillerElite.com

WWW.MILLERELITE.COM

1. LIABILITY RELEASE, WAIVER AND INDEMNITY:

A. ("Client, Athlete") hereby to the fullest extent permitted by law, will, at its expense, indemnify, defend, and hold Braeden Miller of **Millertime Fitness & Nutrition ("ME")** and its affiliates, their respective directors, officers, employees, agents, contractors or representatives (collectively, the "Indemnified Parties") harmless from and against any and all claims, demands, damages, losses, judgments, amounts agreed upon in settlement, costs, and expenses of any nature whatsoever (including, without limitation, reasonable attorneys' fees with interest and disbursements) arising out of, relating to, or in connection with, in whole or in part: any act or alleged act or omission, of Client; any breach of this Agreement by Client noncompliance with applicable consulting advice, law, code, rule, regulation, or order; and any claim or action, or threatened claim or action, made for bodily injury, sickness, or disease, including death, by anyone, or for damage to property resulting from any act or omission or alleged act or omission by the Client. The Client will further indemnify the Indemnified Parties against any and all costs and fees (including, without limitation, reasonable attorneys' fees with interest and disbursements) incurred by the Indemnified Parties in connection with any investigation or the preparation related thereto or in the enforcement of the indemnity obligations under this Agreement. The Indemnified Parties are entitled to reimbursement of their attorneys' fees and expenses from the inception of the loss, damage, claim, or demand and not from the date of tender. The indemnity contained herein will be in addition to and not in limitation upon any rights of common law indemnity.

1. LIABILITY RELEASE, WAIVER AND INDEMNITY:

B. The Client hereby waive and release **ME** from any and all liability or fault for any injuries, damages, expenses or otherwise that might arise directly or indirectly from any cause whatever related to the provision of services by **ME** or, owners, affiliates and subcontractors (collectively "**ME** Parties") under this or any other agreement, including any negligence. This waiver and release of liability is executed by Client without reliance upon any promise, inducement, statements or a representation by **ME**, or their representatives or attorneys. This waiver and release of liability shall bind the Client, the Client's heirs, successors, representatives and assigns. The Client agrees that that the terms of this release and waiver are clear, and that there are no other understandings or agreements concerning this subject matter other than as set out above, and the Client voluntarily consent to all the terms and provisions herein.

C. The Client agrees they have no known physical or mental condition that would impair their capability to participate fully, as intended or expected. These items will be asked with client prior to training. Any omission of these findings prior or during training is the responsibility of the client to mention to **ME** and cease training without refund.

D. The Client has carefully read the foregoing release and indemnification clause and understands the contents thereof.

E. The Client fully understands the risks of participating in physical activity and agrees that **ME** shall not be held liable in the case of any training related injury or death.

2. GENERAL REQUIREMENTS:

1. The **CLIENT** acknowledges the **ME, Indemnified Parties, and ME Parties** are not physicians, and strongly recommend that you consult your doctor BEFORE you use our products or services. We are happy to answer any questions that your doctor may have about our products and services.

Initial:

2. The **CLIENT** acknowledges they are not authorized to disseminate, share, convey, or transfer any recommendation, either orally or written, provided by **ME, Indemnified Parties, and ME Parties** without express written consent.

Initial:

3. **ME, Indemnified Parties, and ME Parties** will not under any circumstances provide recommendations or information on purchasing of performance enhancing drugs including but not limited to Anabolic steroids, Estrogen blockers, HGH etc.

Initial:

4. The **CLIENT** acknowledges a minimum commitment of **26 weeks** to online coaching for full coaching athletes.

Initial:

3. TRAVEL & SHOW POLICY

Travel : Miller Elite coaches feel there is great value to be present at your contest and gives the option, if the coach is available, to travel to your show under the below terms. If multiple competitors are competing at one show, then costs will be divided equally among them.

1. Athletes will cover 100% of **Miller Elite** Coach's travel expenses. (Gas and Airfare)
2. Athlete will cover 100% of **Miller Elite** Coach's lodging.
3. Ticket to show for the days there.

Your coach will handle the coordination of this travel. All details of your upcoming show (dates and location) should be sent to your coach through email. Upon completion of your show, or prior expenses will be calculated and you will be sent a payment invoice. These are non-discretionary charges.

Show: Athletes within a 6 month period have the opportunity to perform up to 2 shows with their coach. Timing spent during these preps are extra attention provided to the athletes. Shows within the same period of time an additional one time charge of \$150.00 will be assessed.

This will cover typically a several day span of time. More communication on posing, plan, immediate changes - day of support then to rebound and reset with you.

Show charges are at the discretion of your coach.

4. TERMS OF SERVICE

In consideration of the above-referenced release, the named parties have agreed to the following terms:

CLIENT will receive custom training based on the programming timeline selected through **ME**. All clients must be paid in full prior to the start of programming and no refunds will be issued upon cancelation. No extension of unused time post payment.

By signing below, I fully understand the above-referenced terms. Furthermore, I have not been coerced into entering into this release and agreement. This document contains **8 total pages**.

_____ Date: _____
(Signature, of Client, Athlete)

_____ Date: _____
(Printed Name of Client, Athlete)

Agreement accepted by **Millertime Fitness & Nutrition;**

_____ Date: _____
Millertime Fitness & Nutrition