

SAVVA

LIABILITY RELEASE & AGREEMENT

**EMAIL REQUIRED DOCUMENTS
TO YOUR RESPECTIVE COACH:**

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INSTRUCTIONS

We are thrilled to have the opportunity to work with you! We want to make this process as easy as possible. Below, you will find two options for filling out the form:

The Liability Release and Agreement require an authorized signature. Please note that a computer-generated text or a photo of your signature will not be accepted.

Option 1: Use a signature app on your smartphone or tablet to sign the document. There are many free applications available for all devices. We recommend using the CudaSign app, which allows you to send up to 5 signed documents per month at no cost.

Option 2: Print out the Initial Athlete Consult form, sign it in the designated section, and then scan and send the document back to your respective coach.

Thank you for your cooperation. We look forward to working with you!



LIABILITY RELEASE, WAIVER AND INDEMNITY

A. ("Client, Athlete") hereby agrees to fully indemnify, defend, and hold harmless Sean Irwin of Saga Coaching, LLC ("SC") and its affiliates, including their directors, officers, employees, agents, contractors, or representatives (collectively referred to as the "Indemnified Parties"), to the fullest extent permitted by law. This indemnification includes all costs, expenses, damages, losses, judgments, amounts agreed upon in settlements, and reasonable attorney fees, including interest and disbursements, arising out of, relating to, or in connection with, either wholly or partially:

1. Any act or alleged act or omission by the Client;
2. Any breach of this Agreement by the Client;
3. Noncompliance with applicable consulting advice, laws, codes, rules, regulations, or orders by the Client;
4. Any claims or actions, or threatened claims or actions, made by any party for bodily injury, sickness, disease (including death), or damage to property resulting from any act, omission, or alleged act or omission by the Client.

Furthermore, the Client agrees to indemnify the Indemnified Parties for any costs and fees incurred in connection with any investigation, related preparations, or the enforcement of the indemnity obligations under this Agreement. The Indemnified Parties shall be entitled to reimbursement of their attorneys' fees and expenses from the commencement of the loss, damage, claim, or demand, and not from the date of tender. This indemnity provision is in addition to and does not limit any rights of common law indemnity.

B. The Client hereby waives and releases SC from any and all liability or fault for any injuries, damages, expenses, or any other consequences that may arise directly or indirectly from any cause related to the provision of services by SC, its owners, affiliates, and subcontractors (collectively referred to as "SC Parties"), under this or any other agreement, including any acts of negligence. This waiver and release of liability are executed by the Client without relying on any promise, inducement, statements, or representations made by SC, its representatives, or attorneys. The Client acknowledges that this waiver and release of liability shall be binding upon the Client, the Client's heirs, successors, representatives, and assigns. The Client affirms that the terms of this release and waiver are clear, and that there are no other understandings or agreements regarding this matter, except as set forth above. The Client voluntarily consents to all the terms and provisions herein.

C. The Client agrees that they do not have any known physical or mental condition that would impair their ability to fully participate as intended or expected. These items will be discussed with the Client prior to training. It is the responsibility of the Client to inform SC if there are any omissions or changes to these findings before or during training, and to discontinue training without refund if necessary.

D. The Client has carefully read the preceding release and indemnification clause and understands its contents.

E. The Client fully understands the risks associated with participating in physical activity and agrees that SC shall not be held liable in the event of any training-related injury or death.



GENERAL REQUIREMENTS

The CLIENT acknowledges that SC, the Indemnified Parties, and SC Parties are not physicians, and it is strongly recommended that the CLIENT consults their doctor BEFORE using our products or services. We are available to address any questions that the CLIENT's doctor may have regarding our products and services.

INITIAL:

The CLIENT acknowledges that they are not authorized to disseminate, share, convey, or transfer any recommendations, whether orally or in writing, provided by SC, the Indemnified Parties, and SC Parties without obtaining express written consent.

INITIAL:

SC, the Indemnified Parties, and SC Parties will not, under any circumstances, provide recommendations or information regarding the purchase of performance-enhancing drugs, including but not limited to anabolic steroids, estrogen blockers, HGH, etc.

INITIAL:

The CLIENT acknowledges that a minimum commitment of 12 weeks is required for online coaching for full coaching athletes.

INITIAL:



TRAVEL & SHOW POLICY

Travel: Team Saga coaches believe there is great value in being present at your contest and offer the option, if the coach is available, to travel to your show under the following terms. If multiple competitors are participating in the same show, the costs will be divided equally among them.

1. Athletes will be responsible for covering 100% of Team Saga Coach's travel expenses (including gas and airfare).
2. Athletes will be responsible for covering 100% of Team Saga Coach's lodging expenses.
3. Athletes will provide a ticket to the show for the duration of their coach's presence.

Your coach will handle the coordination of travel arrangements. Please send all details of your upcoming show (dates and location) to your coach via email. Upon completion of your show, all expenses will be calculated, and you will receive a payment invoice. These charges are non-discretionary.

Show: Athletes have the opportunity to participate in up to 2 shows with their coach within a 6-month period. Additional charges of \$150.00 will apply for shows taking place within the same time frame.

These charges cover the extended attention and support provided by your coach during the prep phase, including increased communication on posing, plans, immediate changes, day-of support, and rebounding/resetting with you. Show charges are at the discretion of your coach.



DEFAMATION & MEDIA RELEASE

Defamation: The client agrees that during the Term and thereafter, they will not disparage, denigrate, slander, libel, or otherwise defame the services, properties, assets, employees, personnel, agents, or representatives of Saga Coaching LLC.

Photo & Video Release: The client grants Saga Coaching the right to use the media listed below, presently or in the future, independently of the agreement's expiration:

- Media shared by the client on their own channels promoting the brand.
- Media shared by the client to Saga Coaching by tagging @sagacoaching @seanirwin_ #TeamSaga or through direct posting, messaging, or email.
- Any media produced by Saga Coaching or a third party, featuring the client for promotional purposes, including but not limited to photos, videos, appearances, etc.



TERMS OF SERVICE

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

1. CLIENT will receive custom training based on the selected programming timeline through SC.
2. All clients are required to make full payment prior to the start of programming. No refunds will be issued upon cancellation, and unused time cannot be extended beyond the original payment period.

By signing below, I acknowledge that I fully understand and agree to the terms stated above. I confirm that I have entered into this release and agreement voluntarily and without coercion. This document consists of 8 total pages.

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

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

Agreement accepted by Team Saga;

_____ Date: _____

Sean Irwin
Saga Coaching, LLC

