

Joe Beer Smart Training Ltd.
Services & Coaching Contract (version 25.3.25)

This Agreement (terms) is for Coaching or 1-2-1 Services

between JBST Ltd and _____ (your name)

I want: SIMPLE / EXTRA / PREMIUM / PREMIUM+ (circle) starting ___ / ___ / ___

I have transferred £50.00 non-refundable "coaching start up" to Account**

I want: to make 6 months payment now with next payment due on ___ / ___ / _____

12 months with next payment due annually on ___ / ___ / _____

___ months with coaching ceasing on ___ / ___ / _____

12 months Direct Debit starting on ___ / ___ / _____

I have therefore set up a Direct Debit for £ _____ today to JBST Ltd Account**

1h/2h Consult / FLOWBIO AHi / BioRacer AeroFit / MAX Test / PRO S S+ EXTRA

I have therefore transferred £ _____ today to JBST Ltd Account**

** Bank: details upon request

I hereby agree physical activity, training and competitive racing is an extreme test of psychological and physiological systems and carries with it potential for serious or fatal injury. I hereby assume all and any risk associated with any activities, training, nutrition and equipment advice recommended by Joe Beer (Joe Beer Smart Training Ltd) and indemnify and hold Joe Beer Smart Training Ltd harmless in all respects to the fullest extent permitted by law. I accept that I am fully personally responsible in all respects to ensure that I am physically able to undertake any activities and/or training and/or competition, including but not limited to any medical examinations necessary prior to commencing any programme.

Further I hereby waive all and any claims whatsoever against Joe Beer Smart Training Ltd and Joe Beer for any loss (direct or indirect) to me howsoever caused.

I realise any advice offered does not ensure successful completion of a specific event or a specific physical outcome and any failure in respect of performance, completion and/or reaching any planned goal(s) does not allow me to demand, or entitle me to, a refund.

HEALTH: I certify that I am physically fit, am sufficiently trained to take part in any programme that is provided and have not been advised against participation by my GP (Doctor) or another trained medical professional. I acknowledge that my statements are true. I acknowledge the risks involved in physical training, dietary manipulation and competitive exertions, competitions and races. I waive, release and discharge Joe Beer Smart Training from any and all claims, losses or liabilities of death, medical costs, damage, theft, loss of earnings, or permanent disability which may arise in the future out of (whether directly or indirectly) or relate to participation in the competition, racing, training or nutrition programme provided by Joe Beer.

E-MAIL/TEXTS: I can usually expect responses to urgent text messages <24hours, with e-mails, phone messages within 24-48 hours. I understand that issues that can wait must be added to my "call time questions" box in my diary. The use of text is for urgent questions, race results and changes of call time predominantly. Occasionally due to unforeseen circumstances these response times cannot be achieved and in those circumstances responses will be provided as soon as reasonably practicable.

CALLS/PROGRAMMES: I realise that my agreed call time may be affected by outside circumstances and another time may be provided. At certain periods e-mail only-contact will occur but I will receive advance notice (e.g. whilst Joe Beer may be on a training camp, book writing, consultancy, School Holidays, etc). I realise my online programme is negotiated between athlete and coach – at times there may be short de-

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lays in the plan appearing (e.g. IT breakdown, coach requiring athlete discussion, awaiting health update/results). I realise I may ask for sessions or the plan to be refreshed by texting Joe Beer, ideally in office hours.

CONFIDENTIALITY: Any forms, programmes and information received during the contract period should not be disseminated, copied or transmitted elsewhere, during or after the contractual period. Permission to pass materials onto another non-JBST coach any time in the future must be sought beforehand. I realise JBST Ltd. has full data privacy, with only me and the coach having access to the online diary. Consent to publish any of my athlete data will always be sought. All data is stored on stand-alone Apple hardware with password protected access using a protected network.

CLEAN SPORT: I agree that I have never taken any performance enhancing drugs and will fully abide by the WADA Code throughout the currency of this agreement.

It is strongly recommended that you use Informed Sport (www.WeTestYouTrust.com) affiliated nutrition products and check on Global Drug Reference Online (www.globalDRO.com) prior to using any medicines.

TERMINATION: After a period not less than 6-months from starting coaching, if either party wishes to terminate the coaching contract they must give one months written notice - where conditions allow. If I give notice and this occurs before the end of the "paid-up" period I will receive pro-rata the remaining balance less £50.00. Joe Beer Smart Training Ltd. reserves the right to terminate this agreement at any time should I commit any act that constitutes serious misconduct, including but not limited to failing any test for prohibited substances and/or committing any serious sporting fraud offence. Should coaching fail to live up to my expectations and or should Joe Beer Smart Training Ltd.'s high standards, I will be credited with the number of weeks/months agreed on by both parties to be in lieu or a refund negotiated to the agreement of both parties, not exceeding pro-rata basis of monies still having been paid "upfront". If Joe Beer Smart Training Ltd. cannot provide coaching due to ill-health, technical issues or personal circumstances a refund amounting to the remaining coaching fees already paid less £50 will be provided as a cheque or transfer to me.

GOVERNING LAW AND JURISDICTION: This agreement shall be governed by the law of England regardless of the location worldwide where the Services are provided, and the Courts of England shall have sole jurisdiction in respect thereof.

UPDATES: Joe Beer Smart Training may amend this agreement at any time upon reasonable notice and give notice at the Client Information webpage.

I (name in CAPITALS)

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have read this contract and agree to its terms

Signed _____ Date _____

Please Scan or photograph both pages and e-mail to: jbst.com@mac.com