

**HAYDEN ROULSTON LIMITED – COACHING & SUPPORT AGREEMENT WITH:**  
\_\_\_\_\_ (the "Athlete")

**1 PACKAGES**

1.1 The Coaching Packages and Services are set out in the Schedule.

1.2 Hayden Roulston Limited will provide the \_\_\_\_\_ Package to the Athlete (the "Package").

**2 PAYMENT**

2.1 The Athlete will pay in advance the fees specified for the Package. Any additional Ad Hoc Consultancy provided will be paid in advance or as otherwise agreed.

2.2 Where the Athlete does not pay any fee owing Hayden Roulston Limited may charge interest on unpaid fees at the rate 5% per annum until paid and the Athlete will be responsible for all costs incurred in recovering any outstanding fees.

2.3 Where the Athlete wishes to temporarily suspend the Package, a recurring monthly fee of \$29.95 will be charged.

**3 PROPRIETARY RIGHTS**

3.1 All copyright and other intellectual property rights in any documentation provided and all original ideas created and relating to or connected with the services provided will remain the property of Hayden Roulston Limited.

3.2 The Athlete authorises Hayden Roulston Limited to use their image, results and testimonials for any promotional purposes and activities related to the services provided.

**4 PRIVACY**

4.1 Personal information about the Athlete may be collected from the Athlete, website or otherwise.

4.2 Personal information will only be stored, used or disclosed by us for purposes associated with the services provided under this agreement including to obtain credit or other references, to undertake credit management, to provide you with promotional information and/or newsletters and/or commercial electronic messages, and to provide you with information we believe may be of interest to you. The Athlete's personal information may be shared with certain service providers who provide services to Hayden Roulston Limited or perform administrative or marketing activities on his behalf. The Athlete authorises Hayden Roulston Limited to obtain from any person, store, use and release to any person any information necessary for these purposes and any reasonable related purpose, and the Athlete authorises any person to release information to Hayden Roulston Limited required for these purposes.

4.3 Under the Privacy Act 1993 the Athlete has the right to request access to, and correction of, their personal information held by Hayden Roulston Limited.

**5 WAIVER**

5.1 The Athlete acknowledges and accepts that any form of physical activity has an element of personal risk and risk to property. The Athlete acknowledges and accepts for themselves, heirs and personal representatives full responsibility for any injury, death and/or property losses that may occur as a result of engaging in any activity under this Agreement. The Athlete indemnifies Hayden Roulston Limited from any loss, liability,

damage and cost they may incur due to participation in any activity under this Agreement to the fullest extent possible.

5.2 The Athlete acknowledges and accepts that throughout their training Hayden Roulston Limited may conduct various testing including establishing heart rate, wattage and pace zones to enhance and aid in making the Athlete's training more efficient and effective. The Athlete acknowledges and accepts that any results have been calculated from any test may not be 100% accurate and are therefore not meant to be substituted for common sense and sound judgement on the Athletes part.

5.3 The Athlete acknowledges and accepts that when undertaking any recommended activity that if they feel any abnormality, physically or mentally, as a result they should stop and consult a physician immediately.

5.4 Results for vary from person to person, Hayden Roulston Limited does not provide any guarantee as to the Athletes results or performance.

## **6 GENERAL TERMS**

6.1 Hayden Roulston Limited will not be liable to you for any delay or non-performance of any obligations arising from any cause beyond his reasonable control. In the event of such circumstances Hayden Roulston Limited will provide the Athlete written notice as soon as reasonably possible. Hayden Roulston Limited will resume performance of his obligations as soon as reasonably possible after the removal of the cause of the delay or prevention.

6.2 To the extent permitted by law Hayden Roulston Limited will not be liable, whether in contract, tort or otherwise, for any loss (whether direct or indirect) even Hayden Roulston Limited was or should have been aware of the likelihood of such loss. The Athlete may not bring any action against us, regardless of form, more than one year after the cause of action has arisen.

## **7 TERMINATION**

7.1 Either party may terminate this agreement by providing written notice to the other, provided that the Athlete is required to pay any unpaid and outstanding fees owed to Hayden Roulston Limited immediately on termination for the balance of the Package or such lessor amount as provided by Hayden Roulston Limited.

## **8 ACCEPTANCE**

8.1 The Athletes initial and continued engagement of and with Hayden Roulston Limited and/or use of the Package confirms the acceptance of the terms as set out in this Agreement.