



FALSE CREEK ROWING CLUB

Private Coaching Agreement

This Agreement is entered into by and between:

Coach: Name _____
Contact Telephone Number _____
eMail Address _____

Client: Name _____
Address _____
Contact Telephone Number _____
eMail Address _____

whereby Coach agrees to provide Coaching Services for Client focusing on the development of rowing skills at the False Creek Rowing Club.

This agreement does not involve the False Creek Rowing Club nor does it replace any waivers, code of conduct, or related agreements that either party is subject to as registered participants in the False Creek Rowing Club's programs.

Description of Coaching

Coaching is partnership (defined as an alliance, not a legal business partnership) between the Coach and the Client in a process that inspires the client to maximize personal potential. It is designed to facilitate the creation/development of personal goals and to develop and carry out a strategy/plan for achieving those goals with respect to the sport of rowing.

1) Coach-Client Relationship

A. Coach agrees to maintain the ethics and standards of behavior established by the False Creek Rowing Club, Rowing BC and Rowing Canada Aviron.

B. Client is solely responsible for creating and implementing his/her own physical, mental and emotional well-being, decisions, choices, actions and results arising out of or resulting from the coaching relationship and his/her coaching calls and interactions with the Coach. As such, the Client agrees that the Coach is not and will not be liable or responsible for any actions or inaction, or for any direct or indirect result of any services provided by the Coach.

C. Client further acknowledges that he/she may terminate or discontinue the coaching relationship at any time.

D. The Client understands that in order to enhance the coaching relationship, the Client agrees to communicate honestly, be open to feedback and assistance and to create the time and energy to participate fully in the program.

2) Services

The parties agree to engage in a session to session Coaching Program through either on water or dry land training and activities. Coach may also be available for additional time, per Client's request on a prorated basis rate of _____ (for example, reviewing documents, reading or writing reports, engaging in other Client related services outside of coaching hours).

3) Schedule and Fees

This coaching agreement is valid as of _____ yyyy/mm/dd.

The fee is _____ (\$/hour in advance if applicable) for the first client.

Each additional client will be charged _____ (\$/hour) to a maximum of 4 clients per session.

Each session shall be 2 hours in duration, unless otherwise negotiated.

The refund policy in effect for the term of this Agreement is as follows:

- If a session is cancelled by the client more than 48 hours in advance, the fee will be refunded (minus any related bank charges).
- If a session is cancelled by the client less than 48 hours in advance, the fee will not be refunded in whole or in part.
- If a session is cancelled by the coach, the fee will be refunded.
- If a session is cancelled due to safety concerns for reasons such as lightning, winds, temperature, equipment, or safety, the fee will be refunded or credited towards a future session as decided by the client.

4) Procedure

The time of the coaching meetings and/or location will be determined by Coach and Client based on a mutually agreed upon time. Unless otherwise negotiated, all sessions will begin at the False Creek Rowing Club's compounds at the Burrard Civic Marina – land storage area LS 159 and LS 160 (facing Vanier Park), 1655 Whyte Ave, Vancouver BC V6J 1A9.

Private coaching will not take place during member rowing scheduled time slots.

The Client and Coach must be current, registered members of Rowing Canada Aviron and Rowing BC through the Rowing Canada Aviron membership system.

The Client and Coach must be registered with the False Creek Rowing Club through the Rowing Canada Aviron membership system in a program which permits the use of False Creek Rowing Club equipment.

5) Confidentiality

Please be aware that the Coach-Client relationship is not considered a legally confidential relationship (like the medical and legal professions) and thus communications are not subject to the protection of any legally recognized privilege.

The Client also acknowledges his or her continuing obligation to raise any confidentiality questions or concerns with the Coach in a timely manner.

The Client agrees that the Coach has irrevocable, worldwide and perpetual rights to images and sound recordings, for any photographs or video obtained during the course of coaching.

6) Release of Information

The Coach engages in training and continuing education pursuing and/or maintaining Credentials. That process requires the names and contact information of all Clients for possible verification by the False Creek Rowing Club, Rowing BC or Rowing Canada Aviron.

Topics, images and recordings may be anonymously and hypothetically shared with other coaching professionals for training, supervision, mentoring, evaluation, and for coach professional development and/or consultation purposes.

7) Cancellation Policy Client

Agrees that it is the Client's responsibility to notify the Coach 48 hours in advance of the scheduled calls/meetings. Coach reserves the right to bill Client for a missed meeting. Coach will attempt in good faith to reschedule the missed meeting.

8) Record Retention Policy

Records regarding the Coach-Client relationship may be maintained by the Coach in a format of the Coach's choice (print or digital/electronic) and duration as they see fit.

9) Termination

Either the Client or the Coach may terminate this Agreement at any time with 48 hours written notice. Client agrees to compensate the Coach for all coaching services rendered through and including the effective date of termination of the coaching relationship.

10) Limited Liability

Except as expressly provided in this Agreement, the Coach makes no guarantees, representations or warranties of any kind or nature, express or implied with respect to the coaching services negotiated, agreed upon and rendered. In no event shall the Coach be liable to the Client for any indirect, consequential or special damages. Notwithstanding any damages that the Client may incur, the Coach's entire liability under this Agreement, and the Client's exclusive remedy, shall be limited to the amount actually paid by the Client to the Coach under this Agreement for all coaching services rendered through and including the termination date.

11) Entire Agreement

This document reflects the entire agreement between the Coach and the Client, and reflects a complete understanding of the parties with respect to the subject matter. This Agreement supersedes all prior

written and oral representations. The Agreement may not be amended, altered or supplemented except in writing signed by both the Coach and the Client.

12) Dispute Resolution

If a dispute arises out of this Agreement that cannot be resolved by mutual consent, the Client and Coach agree to attempt to mediate in good faith for up to (certain amount of time such as 30 days) after notice given. If the dispute is not so resolved, and in the event of legal action, the prevailing party shall not be entitled to recover attorney's fees and court costs from the other party.

13) Severability

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If the Court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

14) Waiver

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

15) Applicable Law

This Agreement shall be governed and construed in accordance with the laws of the Province of British Columbia, without giving effect to any conflicts of laws provisions.

16) Binding Effect

This Agreement shall be binding upon the parties hereto and their respective successors and permissible assigns.

Please sign both copies and return one copy of this Client Agreement prior to the first scheduled coaching meeting. Retain one copy for your records and mail the other to:

Coach and Address:

CLIENT:

Signature: _____ Date: _____

COACH:

Signature: _____ Date: _____