



Domex Strength & Fitness Coaching and Training Agreement (Renewing One Month Term Agreement)

This Coaching and Training Agreement, (hereinafter, the “Agreement”) is made and entered into on [REDACTED] (the “Effective Date”), by and between Domex Strength and Fitness, LLC (hereinafter “Domex Strength & Fitness” or “Coach/Trainer”), and Client Name, [REDACTED] (hereinafter, “Client”). Coach/Trainer and Client are sometimes collectively referred to in this Agreement as the “Parties”.

The Parties hereby agree to the following terms and conditions:

1. GENERAL TERMS

Client acknowledges that s/he is Agreeing for the services of coaching and training, including the design of exercise and/or training program(s) as described herein, provided by Domex Strength & Fitness.

Coach/Trainer will design exercise and/or training programs (collectively referred to herein as “Training Programs”) for the Client that reflect the client’s professional objectives, fitness level, and experience.

Training Programs shall be implemented during various training sessions, each of which shall last approximately 60 minutes (hereinafter, “Training Sessions”).

Training Sessions shall be grouped into monthly Training Packages as defined below.

2. DISCLOSURE OF PHYSICAL CONDITIONS, AND INDEMNITY AND RELEASE OF LIABILITY

Prior to commencing any Training Programs, Training Sessions, or Training Packages as described herein, Client shall read and execute the Full Disclosure of Physical Conditions form attached hereto as Exhibit A and incorporated by reference herein, as well as the Indemnity and Release of Liability Agreement attached hereto as Exhibit B and incorporated by reference herein.

3. TRAINING PACKAGES AND PAYMENTS

Training Programs may involve various activities, including but not limited to the following: testing, including but not limited to testing of the cardiovascular system and heart rate, muscle

strength, endurance, and flexibility; training; exercise; aerobics and aerobic conditioning and training; weight training; circuit training; cardiovascular exercise and training; use of machinery, training equipment, free weights, circuit machinery, and cardiovascular machines; stretching; weight lifting; and any other training activities, techniques, and/or exercises.

Training Programs will be implemented during Training Sessions. Approximately eleven (11) Training Sessions will be held by Coach/Trainer per week, divided between two gymnasium locations. The locations and start times for the Training Sessions are as follows:

- Bull Strong Fitness @ 11800 Rojas C # 6, El Paso, Texas 79936 (Monday, Wednesday and Thursday @ 6:30 – 7:30 AM
- Top View Fitness @ 6410 Airport Rd, Suite A, El Paso, TX 79925 (Monday, Tuesday, Wednesday and Thursday @ 1:00 -2:00 PM and 2:15 – 3:15 PM.

The times and locations of the Training Sessions may be adjusted by Coach/Trainer with reasonable advanced notice posted at the locations, via answering machine message, and/or online, at Coach/Trainer's discretion.

The Client may attend up to [REDACTED] Training Sessions per calendar month (such number of Training Sessions constituting a "Training Package"). Any Training Sessions not used in a month will not be carried over into the Training Package for the next month.

The Client agrees to pay the Coach/Trainer the sum of **\$70.00 per month** for a Training Package consisting of [REDACTED] Training Sessions per month. The amount payable per month for this set number of Training Sessions may be adjusted at the sole discretion of the Coach/Trainer, with at least five (5) days' notice prior to the renewal date of the next monthly Training Package.

This Agreement will automatically renew for successive monthly Training Packages, unless either Party provides written notice of termination at least five (5) days prior to the end of the current month Agreement.

The amount payable per month may be adjusted at the sole discretion of the Coach/Trainer, as long as notice is given prior to the start of the next monthly Training Package.

Should the Client purchase additional Training Sessions beyond the indicated number to be held per month within a monthly Training Package, Client will pay an additional fee of \$ [REDACTED] per additional Training Session in a Training Package. Both Client and Coach/Trainer agree that this Agreement shall remain in full force and effect and continue to govern the rights and liabilities of the Parties, except as to the amount payable per such additional Training Session, unless or until the Parties execute a new Agreement.

The Fee for the Training Package is due prior to the client's first Training Session of a monthly Training Package. Client may participate in one (1) free Training Session prior to beginning the very first Training Package of this Agreement.

Notwithstanding anything herein to the contrary and as a material condition to Coach/Trainer entering into this Agreement, Client must execute the Full Disclosure of Physical Condition form attached hereto as Exhibit A, as well as the Indemnity and Release of Liability Agreement attached hereto as Exhibit B, prior to participating in any Training Session.

4. TERMINATION OF AGREEMENT

The Parties shall have the right to terminate this Agreement at any time, upon written notice to the other party. In the event the Client terminates this Agreement, the Coach/Trainer shall retain all payments for the monthly Training Package then in effect. In the event the Coach/Trainer terminates this Agreement, the Coach/Trainer shall refund to the Client all payments made for unused portions of the monthly Training Package then in effect.

5. ENTIRE AGREEMENT

This Agreement, including its exhibits, constitutes the entire agreement of the Parties, and supersedes any and all previous understanding, agreements, arrangements, or discussions, written or oral, between the Parties relating hereto. There are no collateral agreements, representations, or guarantees, oral or otherwise unless attached hereto and signed by both Parties.

6. SAVINGS CLAUSE

If any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not affect the other provisions or applications of this Agreement which can be given effect without the invalid provision or application. The Parties further agree to negotiate in good faith to replace any invalid or unenforceable provision with a valid and enforceable provision that achieves, to the greatest extent possible, the original economic, legal, and commercial objectives of the invalid or unenforceable provision.

7. WARRANTIES

There are no warranties either express or implied in this Agreement that are not expressly contained in this Agreement. Coach/Trainer makes no guarantees regarding results from exercise, diet, or any other recommendations.

8. APPLICABLE LAW.

This Agreement shall be governed by the laws of the State of Texas. Sole and exclusive venue shall be in courts of competent jurisdiction in El Paso County, Texas.

9. SIGNATORIES.

This Agreement shall be signed on behalf of Domex Strength and Fitness, LLC, by Daniel Borowick, its Founder and Owner, and by the Client, [REDACTED].

Any Client under the age of 18 must have a parent or legal guardian sign this Agreement.

10. PHOTO RELEASE: SELECT AND INITIAL ONE PARAGRAPH, AND CROSS OUT THE OTHER (NON-SELECTED) PARAGRAPH

AUTHORIZATION OF PHOTOS AND VIDEOS: Client hereby grants Domex Strength & Fitness, its representatives and employees, the right to take photographs and videos of Client in connection with activities under this Agreement, and authorizes Domex Strength & Fitness to edit, alter, copy, exhibit, publish, or distribute such photos and videos for purposes of marketing programs, publicity, illustration, advertising or for any other lawful purpose. Client agrees that Domex Strength & Fitness may copyright, use and publish, either in print and/or electronically, such photographs and/or videos and/or other form of likeness of Client with or without Client's name, and in materials including but not limited to print publications, online publications, presentations, websites, and social media. In addition, client waives the right to inspect or approve the finished product, including written or electronic copy, in which Client's likeness appears. Client acknowledges that Client will receive no financial compensation, and Client waives any right to royalties or other compensation arising or related to the use of the photographs, videos or likeness. Client understands that Domex Strength & Fitness is not responsible for unauthorized use of images downloaded by others from the internet, or for unauthorized copies made by others from printed materials. Client holds harmless, releases and discharges Domex Strength & Fitness from all claims, demands, and causes of action which Client, Client's heirs, representatives, executors, administrators, or any other persons acting on Client's behalf or on behalf of Client's estate have or may have by reason of this authorization.

CLIENT INITIALS: _____

ACKNOWLEDGMENT REGARDING NON-AUTHORIZATION OF PHOTOS AND VIDEOS: Client does not grant Domex Strength & Fitness, its representatives and employees, the right to take photographs and videos of Client in connection with activities under this Agreement. Client understands that Domex Strength & Fitness is not responsible for unauthorized use of images or likenesses of Client in connection with activities under this Agreement, whether in photographs or videos or another form, with or without Client's name, shared in materials including but not limited to print publications, online publications, presentations, websites, and social media, including on the internet or on any social media, or for unauthorized copies distributed by others in printed or other materials. Client holds harmless, releases and discharges Domex Strength & Fitness from all claims, demands, and causes of action which Client, Client's heirs, representatives, executors, administrators, or any other persons acting on Client's behalf or on behalf of Client's estate have or may have by reason of this acknowledgment or any unauthorized images of Client.

CLIENT INITIALS: _____

[SIGNATURE PAGE FOLLOWS]

CLIENT HAS READ THE FOREGOING, ACKNOWLEDGES THAT CLIENT UNDERSTANDS THE TERMS AND CONDITIONS SET FORTH IN THE PRECEDING PARAGRAPHS, AND AGREES TO SAME.

Client Name

Date

COACH/TRAINER:

Domex Strength and Fitness, LLC

Date

By Daniel J. Borowick – Founder/Owner

Parent or Legal Guardian: (If under 18)

Client Name

Parent or Legal Guardian Name

Date

EXHIBIT A
FULL DISCLOSURE OF PHYSICAL CONDITIONS
[SEE ATTACHED]



FULL DISCLOSURE OF PHYSICAL CONDITIONS

This Full Disclosure of Physical Conditions ("Disclosure") is executed on [REDACTED] (DATE), by [REDACTED] ("Client"), and is a material part of, and is incorporated by reference into, the Domex Strength & Fitness Coaching and Training Agreement ("Agreement") executed by the Client.

Client certifies that he or she is physically sound and suffering from no condition, impairment, disease, infirmity, or illness that would prevent the Client's participation in the Client's activities under the Agreement, except as hereinafter stated.

Client initials: _____

The Client certifies that he or she has been informed of the need for a physician's approval for participation in the Activities under this Agreement.

Client initials: _____

The Client certifies that Daniel J. Borowick has recommended that the Client have a yearly or more frequent physical examination and consultation with the Client's physician as to physical activity, exercise, and use of exercise and training equipment. Client acknowledges that s/he has either (a) been given permission by the Client's physician to participate, or (b) that Client has decided to participate in activities under the Agreement without the approval of his/her physician.

Client initials: _____

THE CLIENT CERTIFIES THAT THE CLIENT HAS GIVEN FULL AND COMPLETE DISCLOSURE OF ALL PHYSICAL CONDITIONS, IMPAIRMENTS, DISEASES, INFIRMITIES OR ILLNESSES THAT MIGHT AFFECT OR PREVENT THE CLIENTS PARTICIPATION IN ACTIVITIES UNDER THE AGREEMENT. THE CLIENT REPRESENTS THAT S/HE HAS NO CONGENITAL, PHYSICAL, OR MENTAL HEALTH PROBLEMS, NO UNDERLYING CARDIOVASCULAR, NEUROLOGICAL, OR ANY ILLNESS, OR CONDITION WHICH MIGHT AFFECT OR PREVENT THE CLIENT'S PARTICIPATION IN ACTIVITIES UNDER THE AGREEMENT.

CLIENT HAS READ THE FOREGOING, ACKNOWLEDGES THAT CLIENT UNDERSTANDS THE TERMS AND CONDITIONS SET FORTH IN THE PRECEDING PARAGRAPHS, AND AGREES TO SAME.

CLIENT:

Client Name

Date

COACH/TRAINER:

Domex Strength and Fitness, LLC
By Daniel J. Borowick – Founder/Owner

Date

Parent or Legal Guardian: (If under 18)

Client Name

Parent or Legal Guardian Name

Date

EXHIBIT B
INDEMNITY AND RELEASE OF LIABILITY AGREEMENT
[SEE ATTACHED]



DOMEX Strength and Fitness, LLC
INDEMNITY AND RELEASE OF LIABILITY AGREEMENT

Purpose of Agreement

By reading and signing this Indemnity and Release of Liability Agreement (“Agreement”), “You,” the undersigned, sometimes also referred to as “User”, “I,” or “purchasing party/participating individual,” will agree, and hereby agree, to release and hold DOMEX Strength and Fitness, LLC, and its officers, members, managers, employees, agents, successors and assignees (collectively, “Indemnitees”, and sometimes “we”), to the fullest extent permitted by this Agreement and applicable law, harmless from, and hereby assume all responsibility for, all claims, demands, injuries, damages, actions or causes of action to persons or property, arising out of or connected with your use of the provided facilities, premises, or services. This Agreement and the releases herein are for the benefit of DOMEX Strength and Fitness, LLC, the Indemnitees, and the equipment and facilities provided by DOMEX Strength and Fitness, LLC (collectively, to include exercise equipment, machinery and premises, “Facilities”). THIS AGREEMENT INCLUDES YOUR RELEASE TO THE FULLEST EXTENT PERMITTED BY THIS AGREEMENT AND APPLICABLE LAW OF INDEMNITEES FROM RESPONSIBILITY OR CULPABILITY FOR ANY INJURY, DAMAGE, OR DEATH TO YOURSELF BECAUSE OF THOSE ACTS OR OMISSIONS CLAIMED TO BE RELATED TO THE ORDINARY NEGLIGENCE OF INDEMNITEES.

Express Assumption of All Risks

You have represented to us and acknowledged that you understand and appreciate all of the risks associated with your participation in various activities with DOMEX Strength and Fitness, LLC, and in the use of the Facilities provided, including the risks of injury and/or disability.

You understand and are aware that strength, flexibility and aerobic exercise, including the use of the Facilities, is a potentially hazardous activity. You also understand that fitness activities involve the risk of injury, and that you are voluntarily participating in these activities and using the Facilities with this knowledge. You acknowledge that we have also reviewed the risks with you on the date when you signed this Agreement and answered any questions that you may have had. You hereby agree to expressly assume and accept any and all risks of injury including those related to your use of or presence at the Facilities and your participation in activity,

INCLUDING THOSE RISKS RELATED TO THE ORDINARY NEGLIGENCE OF INDEMNITEES HEREBY RELEASED BY THIS AGREEMENT AND INCLUDING ALL CLAIMS RELATED TO ORDINARY NEGLIGENCE IN THE SELECTION, PURCHASE, SETUP, MAINTENANCE, INSTRUCTION AS TO USE, AND USE AND/OR SUPERVISION OF USE, IF ANY, ASSOCIATED WITH THE FACILITIES.

Results vary depending on starting point, effort, and goals set for your vision. Exercise and proper diet are necessary to achieve and maintain weight loss, develop lean body mass, better your cardiovascular condition which are conducive to performing your best for what this program design is intended for. CONSULT YOUR PHYSICIAN AND FOLLOW ALL SAFETY INSTRUCTIONS BEFORE BEGINNING THIS PROGRAM AS THIS PROGRAM IS EDUCATIONAL AND DOES NOT TAKE THE PLACE OF THE ADVICE OF YOUR PERSONAL HEALTH CARE PHYSICIAN. DOMEX STRENGTH AND FITNESS, LLC, AND INDEMNITEES ARE NOT PHYSICIANS, PHYSICAL THERAPISTS, OR REGISTERED DIETITIANS. The services provided should not be taken as medical advice as the contents during this program design are for informational purposes only, are not intended to diagnose any medical condition, replace the advice of a healthcare professional, or provide any medical device, diagnosis, or treatment. The services provided are not intended to diagnose, treat, cure, or prevent any health problem, nor are such services intended to replace the advice of a physician. Always consult your physician or qualified health professional on any matters regarding your health.

Lastly, the purchasing party/participating individual of this program certifies that he or she is physically sound and suffering from no condition, impairment, disease, infirmity, or illness that would prevent the individual's participation in this program. Furthermore, the purchasing party/participating individual of this program agrees to indemnify and hold harmless DOMEX Strength and Fitness, LLC, and Indemnitees for any injuries, illnesses, or expenses from the purchasing party/participating individual's participation.

Acknowledgment

I have read and received a completed copy of this Agreement and all of its Exhibits, if any. I agree to be bound by the terms and conditions of this Agreement, as same exist or as same may be amended from time to time hereafter. This Agreement shall be binding upon me and my spouse, my heirs, my estate, my executors, my administrators, and my successors and/or assigns (collectively, "Indemnitors"). I REALIZE THAT THIS AGREEMENT IS DESIGNED TO PREVENT ME AND/OR INDEMNITORS FROM FILING ANY PERSONAL INJURY OR OTHER LAWSUIT AGAINST ANY OF INDEMNITEES BASED UPON ORDINARY NEGLIGENCE, INCLUDING NEGLIGENT BATTERY, OR EVEN NEGLIGENT WRONGFUL DEATH, LOSS OF CONSORTIUM, OR ANY OTHER SIMILAR LAWSUIT ARISING OUT OF ANY INJURY TO ME WHICH I OR THEY MAY POSSESS HEREFTER. To the greatest extent allowed under this Agreement and applicable law, the undersigned, on behalf of myself and Indemnitors, hereby agrees to indemnify DOMEX Strength and Fitness, LLC, to release all Indemnitees, and to hold Indemnitees absolutely harmless if any of Indemnitors, including the undersigned, should hereafter file suit against DOMEX Strength and Fitness, LLC, or any of Indemnitees released hereby for any matter intended to be released by this Agreement, INCLUDING CLAIMS BASED UPON ORDINARY

NEGLIGENCE SUCH AS BUT NOT LIMITED TO PERSONAL INJURY, WRONGFUL DEATH, LOSS OF CONSORTIUM, OR OTHER SIMILAR ACTIONS. This Agreement shall be interpreted and enforced in accordance with the laws of the State of Texas.

YOU HAVE READ THE FOREGOING, ACKNOWLEDGE THAT YOU UNDERSTAND THE TERMS AND CONDITIONS SET FORTH IN THE PRECEDING PARAGRAPHS, AND AGREE TO SAME.

Signature _____

Print name: _____

Date: _____

Address: _____

Telephone number: _____

Daniel Borowick, MS, CSCS
DOMEX Strength and Fitness, LLC – Founder and Manager

