

# Trainer / Group Fitness Instructor Agreement

This is an Agreement between \_\_\_\_\_ (Independent Contractor) and MADETOENDURE FITNESS.  
The Agreement is effective on \_\_\_\_/\_\_\_\_/\_\_\_\_.

In consideration of the employment opportunity provided by MADETOENDURE FITNESS, You, intending to be legally bound, agree to the following:

1. **Term of Agreement.** This Agreement is effective on the Effective Date, and shall remain in effect throughout the term of your serving with the Company and for a period of 2 years thereafter.
2. **Limitations of this Agreement.** This Agreement is *not* a contract of employment. Neither You nor the Company is obligated to any specific term of employment. This Agreement is limited to the subject matter of covenants not to compete or solicit as described in this Agreement. The Trainer shall have no claim against the MADETOENDURE FITNESS hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.
3. **Covenant Not to Compete.** You agree that at no time during the term of your employment with the Company will you engage in any business activity which is competitive with the Company, nor work for any company which competes with the Company.  
For a period of two (2) years immediately following the termination of your employment, You will not, for yourself or on behalf of any other person or business enterprise, engage in any business activity which competes with the Company within 2 miles of the facility in which you were employed.
4. **Non-solicitation.** During the term of your employment, and for a period of two (2) years immediately thereafter, You agree not to solicit any employee or independent contractor of the Company on behalf of any other business enterprise, nor shall you induce any employee or independent contractor associated with the Company to terminate or breach an employment, contractual or other relationship with the Company.
5. **Soliciting Customers after Termination of Agreement.** For a period of two (2) years following the termination of your employment and your relationship with the Company, You shall not, directly or indirectly, disclose to any person, firm or corporation the names or addresses of any of the customers or clients of the Company or any other information pertaining to them. Neither shall you call on, solicit, take away, or attempt to call on, solicit, or take away any customer of the Company on whom You have called or with whom You became acquainted during the term of your employment, as the direct or indirect result of your employment with the Company.
6. **Injunctive Relief.** You hereby acknowledge (1) that the Company will suffer irreparable harm if You breach your obligations under this Agreement; and (2) that monetary damages will be inadequate to compensate the Company for such a breach. Therefore, if You breach any of such provisions, then the Company shall be entitled to injunctive relief, in addition to any other remedies at law or equity, to enforce such provisions.
7. **Severable Provisions.** The provisions of this Agreement are severable, and if any one or more provisions may be determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions and any partially unenforceable provisions to the extent enforceable shall nevertheless be binding and enforceable.
8. **Non-disparagement clause.** Executive agrees that, during the term of employment and for one year thereafter, executive shall not, in any communications with the press or other media or any customer, client or supplier of company, or any of company affiliates, criticize, ridicule or make any statement which disparages or is derogatory of company or its affiliates or any of their respective directors or senior officers. No directory senior officer of company will, during the same time period, criticize, ridicule or make any statement which disparages or is derogatory of executive.
9. **Register of Users.** The Group instructors and Trainers shall, additionally, maintain a register of Users, complete with the record of attendance of participants of the Wellness program, together with an incident and/or accident log/journal, into which shall be placed a dated formal report of all incidents and accidents taking place at the Fitness site during its hours of operation.
10. **Prior Understandings.** This agreement contains the entire agreement between the parties with respect to the subject matter of this Agreement. The agreement supersedes all prior understanding, agreements or representations.
11. **Health Assessments.** To be carried out voluntarily on each new participant in a personal training sessions included in company contract.
12. **Duties.** The trainer's responsibility is to safely monitor and supervise the equipment use.
13. **Confidentiality, non-disclosure, and Non-Circumvention Agreement:** The Trainer agrees to hold all information, written or verbal, strictly confidential. Trainer agrees that not complying with this condition will cause substantial and irreparable harm from the failure to obey the restrictions set forth herein. FW requires not to be redistributed or used for business outside. This includes, but not limited to: your salaries,

compensation, personal information from clients, pictures, videos, data from clients and any other proprietary information of MTEF Company and Employees. Trainers agrees to keep confidential information as used herein shall mean any and all company information being developed and or supplied to Assistant and oral discussions. Assistant agrees to never copy or share information from MADETOENDURE FITNESS.

14. **Risk and waiver of Liability:** Working as a trainer for FW can result in personal injury/death and unintended damage. The Assistant is an independent contractor. The Trainer will be responsible for their own medical insurance. The Trainer understands that MTEF will not assume responsibility for injuries accrued on the job ,and will not hold MTEF liable for any injury or medical bills. Trainer will hold harmless MTEF and its agents from any and all such claims regardless of either simple or gross negligence on their part. COMPANY agrees to release and hold MTEF harmless and to indemnify it from any and all demands, claims, causes of action, and attorney's fees and costs arising out of any incident involving the program, including classes, personal training sessions and use of equipment. I expressly agree that MTEF and its employees, officers, directors, and associates, shall not be liable for any damages arising from personal injuries (including death) sustained by me, on, or about the premises, regardless of whether such injuries occurred voluntarily or involuntarily from or as a result of the use of the equipment or performing any activity during the time I am on assigned premises. I do hereby release and forever discharge MTEF, of any liabilities including their agents, employees, successors and assigns, and their respective heirs, personal representatives, affiliates, successors and assigns, and any and all persons, firms or corporations liable or who might be claimed to be liable, whether or not herein named, none of whom admit any liability to the undersigned, but all expressly denying liability, from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature whatsoever, which I now have or may hereafter have, arising out of or in any way relating to any and all injuries and damages of any and every kind, to both person and property, and also any and all injuries and damages that may develop in the future.
15. **Jurisdiction and Venue.** This Agreement is to be construed pursuant to the laws of the State of Florida. You agree to submit to the jurisdiction and venue of any court of competent jurisdiction in \_\_\_\_\_ County, Florida without regard to conflict of laws, provisions, for any claim arising out of this Agreement.

Date \_\_\_\_\_

MADE TO ENDURE FITNESS LLC

By \_\_\_\_\_

By your signature below you acknowledge that you have read and understand the foregoing Agreement, that you agree to comply with all of the terms of the Agreement, and that you have received a copy of the Agreement.

Date \_\_\_\_\_

\_\_\_\_\_  
Independent Contractor