



# PERFORMANCE SERVICES AGREEMENT

## Introduction & Background

Thank you for your interest in Uhan Performance Running Analysis and Full-Time Coaching services. This document provides important information about the requirements, benefits and risks involvement in our *Performance Services* (Running Analysis, Coaching). **PLEASE READ CAREFULLY** and acknowledge your understanding and agreement with **initials and signatures below each statement**.

## Performance Services: Definitions

Uhan Performance, LLC, a limited liability company, its owners, agents, or employees ("*Uhan Performance*") will provide the following performance services ("*Performance Services*") to customers ("*Clients*"):

- **Running Analysis & Stride Coaching.** Which includes (but may not be limited to): running video analysis, customized training plan, strengthening and mobility routines, running stride strategies and cueing.
- **Full-Time Endurance Coaching.** Which includes (but may not be limited to): Customized training plan, strengthening and mobility routines, running video analysis, nutrition advice, and race/competition strategy.

Agreement to the statements and terms below is required to proceed with Performance Services.

## 1. Performance Services Client Name

Name

Date of Birth

Mailing Address

Phone Number

E-Mail Address





## 2. Medical Clearance.

I acknowledge that I have been medically cleared by my physician (or attending sports medicine professional) to engage in running activity, and basic mobility, strength and drill exercises.

*Initial in the box below if you acknowledge and agree with this statement.*



### 3. Service Benefits.

The intent of *Performance Services* (Coaching, Running Analysis) is to enhance your running experience through the adjustment and optimization of both physical activities and mental strategies.

Although they may provide benefits for both body and mind, *Performance Services* do not guarantee or intend to provide:

- treatment or cure of any injury, pathology or disease process
- definitive and sustained reduction in physical (or mental) pain, injury, pathology or disease process
- reduced risk in future pain, injury, pathology or disease process

*Initial in the box below if you acknowledge and agree with this statement.*





#### 4. Other Factors in Performance.

Uhan Performance cannot purport to provide injury relief or risk reduction, for two reasons:

**1. It is outside the scope of Performance Services to provide any services that could be deemed a medical treatment.** And although they are administered by medical professionals, *Uhan Performance* is not licensed to provide medical treatments outside its scope of practice and/or the State of Oregon.

**2. There are many other factors, completely outside the control of Uhan Performance, that greatly affect training and performance outcomes, as well as pain, injury, pathology or disease,** including (but not limited to) a *Client's*:

- unique medical history
- nutrition habits
- stress and rest levels
- activity level (both volume and intensity)

All of these factors can and do significantly affect both incidence and severity of injury, pathology and disease. They also powerfully impact athletic training and performance.

As such, *Uhan Performance* cannot and does not claim to provide injury treatment or prevention, nor can they guarantee any performance gain.

Moreover, decreased performance (and enjoyment) may possibly occur as a result of engaging in *Performance Services*.

*Initial in the box below if you acknowledge and agree with this statement.*





## 5. Possible Side Effects & Recommendations.

By engaging in *Performance Services*, the following side-effects may occur, including (but not limited to):

- Increased aches, pains and soreness common with the initiation of a new exercise regimen
- Increased fatigue (or perceived effort) with physical activity
- Potential for experiencing pain, injury, or other pathology, secondary to the initiation of a new exercise regimen.

As such, the *Client* agrees to:

- **consult with his/her Medical Professional** about starting or adjusting his/her exercise routine
- **notify his/her other consultants (including running coaches)** about initiating *Performance Services*
- **decrease both running volume and intensity**, temporarily, in order to minimize any possible side effects from a new exercise regimen

Additionally, the *Client* is **strongly discouraged from engaging in any performance event** (long distance run, race/competition/organized event) **within the first 6 weeks** of initiating any *Performance Service*.

Simply put: *Performance Services* result in *significant adjustment to physical and/or mental strategies* that may have strong impacts on function and well-being. It is very important to be patient and cautious.

*Initial in the box below if you acknowledge and agree with this statement.*



## 6. Consultation Service & Referral.

In short, *Performance Services* are a **consultation service**: providing the *Client* with advice regarding how they engage in physical activity. Using their professional expertise, *Uhan Performance* will do its very best and use its best judgment to improve and optimize the satisfaction and enjoyment of your physical activity.

Moreover, *Uhan Performance* intends to provide a **fiduciary service**, wherein it may recommend advice that is in your very best interest for your long-term well-being, even if the *Client* may not agree with this advice. This may include recommending *rest or cessation of any physical activity*, should - in their professional opinion - this be a warranted course of action.

**Injury Referral.** Should a *Client* report or experience any signs or symptoms of aches, pains (outside what is deemed normal for the initiation of a new exercise program) that may possibly be indicative of an injury, pathology or other disease process, *Uhan Performance* may recommend **immediate local referral to a licensed medical professional for examination and treatment**. It is the *Client's* responsibility to schedule this service, and the cost of any medical treatment is the responsibility of the *Client*, not *Uhan Performance*.

*Performance Services* will be placed on temporary hold -- with paid *Service* time paused -- until the *Client* has been medically cleared to resume activity. Paid *Performance Services* time is preserved during any medical pause.

Refusal to seek medical attention per the recommendation of *Uhan Performance* may result in immediate **termination of any *Performance Service***.

*Initial in the box below if you acknowledge and agree with this statement.*



## 7. Further Acknowledgement.

I further acknowledge:

- *Performance Services* and their risks and benefits have been explained to me;
- *Performance Services* may not have the result that I expect, and I have been informed as to other possible services that may provide me a benefit;
- *Performance Services* are not an exact science, and that I have not been given any guarantees about the result;
- I have had ample opportunity and time to discuss my concerns with *Uhan Performance* or any healthcare provider, and all my questions have been answered to my satisfaction;

*Performance Services* do not include, and I will not be provided, any of the following:

- Examination, evaluation, or testing for: (a) any mechanical, physiological, or developmental impairment; (b) functional limitation related to physical movement and mobility; or (c) disability, or other movement-related health condition;
- Alleviation for any impairment or functional limitation through instruction, design, implementation, or modification of any therapeutic intervention;
- Reduction in my risk of injury, impairment, functional limitation, disability, or promotion of maintenance of fitness, health, or quality of life;

*Performance Services* may be provided remotely, including by phone, email, and/or fax.

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**8. Performance Services are not a licensed professional service.**

I acknowledge that, although the owner of *Uhan Performance* is a licensed physical therapist, rendering *Performance Services* does not constitute the practice of physical therapy or any other service for which a state licensure is required. *Uhan Performance's Performance Services* are based upon its owners', agents', or employees' proficiency in and knowledge of how to help *Clients* set and reach their performance goals.

Nothing in this policy is intended to limit the ability of *Uhan Performance* to employ appropriate and lawful physical therapy techniques that its owners, agents, or employees are educated and licensed to perform (i.e. standard physiotherapy clinical practice). Conversely, nothing in this policy is intended to expand the scope of practice for any activity, treatment, or consultation for which *Uhan Performance*, its owners, agents, or employees are unlicensed, unqualified, or not lawfully permitted to provide.

Initial in the box below if you acknowledge and agree with this statement.







## 9. Personal Information & Data

During and after *Performance Services*, *Uhan Performance* handles *Client Personal Data*, defined as:

- submitted background information, training data (including training logs), video footage/files, or any e-mail, video or phone correspondence

as follows:

- *Personal Data* is stored privately in an encrypted cloud data storage account (DropBox)
- Videos are uploaded to Youtube - but maintained as "Unlisted" - such that both *Uhan Performance* and the *Client* can reference the videos throughout the *Performance Services* Period, as well as after the Service period, for reference purposes.
- "Unlisted" means that only those with the URL for the running video may view said video at any time.
- By rule, *Uhan Performance* will not share or otherwise use any of your *Personal Data* with any other person, business or other entity without your written permission. This includes *Uhan Performance*, for promotional or other purposes besides those outlined in *Performance Services*.
- By default, *Uhan Performance* does not delete any *Personal Data* from their or video-hosting servers. This is in order to preserve that data, should the *Client* wish to reference it in the future, or should he/she wish to renew a *Performance Service* in the future.
- Upon written request, *Uhan Performance* will delete a *Client's Personal Data*.

Initial in the box below if you acknowledge and agree with this statement.



## 10. Informed Consent.

By signing below, I acknowledge that I understand this policy and hereby provide my informed consent to receive *Uhan Performance's Performance Services* as described in this document. The laws of the state of Oregon, without giving effect to its principles of conflicts of law, govern all adversarial proceedings arising out of this agreement.

**Please print your FULL NAME in the box below if you acknowledge and agree with this statement.**

**FULL SIGNATURE below (print/sign or e-sign via [www.dochub.com](http://www.dochub.com)).**

## 11. Document Submission.

Please save a copy of this document, then sign one of two ways:

### 1. Print, sign and mail to:

Uhan Performance  
5 E. 24<sup>th</sup> Avenue, Suite 5  
Eugene OR 97405

**2. Electronically sign** (we recommend sites such as [www.dochub.com](http://www.dochub.com)), Save As "UPP.WAIVER.Last,First", and e-mail the document to: [info@uhanperformance.com](mailto:info@uhanperformance.com)

