



Mental Performance Coaching Services Agreement

This agreement (“Agreement”) is entered into with effect on the date of registration for The Freshman Foundation program by and between Follow The Freshman LLC (“Coach”), a limited liability company under the laws of the state of New Jersey, and the parent-guardian of the student-athlete client participating in The Freshman Foundation program (collectively “Client”) whereby Coach agrees to provide services to the Client as described in Schedule A.

Description of The Freshman Foundation program: The Freshman Foundation is a 12-week mental performance coaching (“MPC”) program specifically designed to prepare high school student-athletes for the transition to becoming college-level student-athletes. The Freshman Foundation will teach the Client mental performance strategies and skills that are intended to ease the transition to college and enhance the likelihood of competing immediately as a freshman athlete.

The Freshman Foundation is a group coaching program. Clients are strongly encouraged to interact with fellow participants as much as possible to facilitate the learning process. Nevertheless, the Coach will make best efforts to tailor individual instruction where possible within the group structure in order to maximize results for the Client.

1. Coach-Client Relationship

- a. Coach agrees to use best efforts to abide by the ethics and standards of behavior established by the Association of Applied Sport Psychology (AASP). It is recommended that the Client reviews the AASP Code of Ethics and the applicable standards of behavior (<https://appliedsportpsych.org/about/ethics/ethics-code/>).
- b. Client is responsible for creating and implementing his or her own well-being, decisions, choices, actions and outcomes arising out of or resulting from the coaching relationship. As such, Client agrees that 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 Coach.
- c. Client further acknowledges that he or she may terminate or discontinue the coaching relationship at any time. However, Client will not be entitled to a partial refund of fees as set forth in Paragraph 5 if termination occurs less than 30 days prior to the start of the program.
- d. Client acknowledges that MPC is a comprehensive process that may involve different elements of performance. Client agrees that deciding how to handle these issues, how to



incorporate coaching principles into those areas, and how to implement choices is ultimately the Client's responsibility.

- e. Client acknowledges that MPC is not therapy and does not involve the diagnosis or treatment of mental disorders, including but not limited to those defined by the American Psychiatric Association (APA) and that MPC is not to be used as a substitute for counseling, psychotherapy, psychoanalysis, mental health care, substance abuse treatment, or other professional advice by legal, medical or other qualified professionals and that it is the Client's exclusive responsibility to seek such independent professional guidance as needed. If any constituent of the Client is currently under the care of a mental health professional, then it is recommended that the Client promptly inform the mental health care provider of the nature and extent of the coaching relationship agreed upon by the Client and Coach.
- f. 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.
- g. Client agrees to facilitate the Informed Consent process, including appropriate distribution and collection of Individual Informed Consent forms as put forth in Schedule B of this agreement. Individual Informed Consent forms must be executed by all parties and submitted to Coach prior to commencement of the program.

2. Services

The parties agree to engage as of the effective date of this agreement. Schedule A incorporated herein provides a detailed scope of services to be performed by Coach on the Client's behalf.

3. Schedule and Fees

The fee for participation in The Freshman Foundation program is \$999.00. Fees will due and payable upon the effective date of this Agreement (in advance of program commencement).

Coach will conduct group coaching sessions with Client and other registered participants for a total of 12 sessions. The meeting schedule will be set by the Coach based upon the availability and convenience of the Coach and all group participants.



4. Procedure

The Freshman Foundation group sessions will take place via Zoom video conferencing at the scheduled time. As explained in Paragraph 6, maintaining confidentiality for all participants is critical. Therefore, Coach asks that participants enter the virtual meeting room in a private location without the presence of any non-participants.

5. Cancellation Policy

Client may withdraw registration from the program at any time. Client is eligible to receive a refund equal to 50 percent of registration fees if registration is withdrawn no less than 30 days prior to commencement of the 12-week program (i.e., first scheduled session).

6. Confidentiality

This coaching relationship, as well as all information (documented or verbal) that the Client shares with Coach as part of this relationship (“Confidential Information”), is subject to the principles of confidentiality set forth in the AASP Code of Ethics. However, please be aware that the coaching 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. Coach agrees not to disclose any Confidential Information pertaining specifically to the Client, except as otherwise required by law or as specified in this Agreement.

Client acknowledges and agrees that other group participants are not subject to any confidentiality principles and that Coach cannot ensure that any participant will maintain confidentiality in respect of information obtained through group sessions. Nevertheless, Client will ask that participants agree to adhere to the notion that anything said between any two or more group members at any time is part of the group and should remain confidential. Failure to adhere to this obligation may be considered a breach of this Agreement and may, in the sole discretion of the Coach, result in termination from The Freshman Foundation program without refund.

Confidential Information does not include information that: (a) was in Coach’s possession prior to its being furnished by the Client; (b) is generally known or knowable to the public; (c) is obtained by Coach from a third party, without breach of any obligation to the Client; (d) is independently developed by Coach without use of or reference to the Client’s confidential information; (e) Coach is required by law to disclose; (f) is disclosed to Coach and as a result of such disclosure the Coach reasonably believes there to be an imminent or likely risk of danger or harm to the Client or others; and (g) involves illegal activity. Client also acknowledges his or her



continuing obligation to raise any confidentiality questions or concerns with Coach in a timely manner.

7. Termination

Either the Client or Coach may terminate this Agreement at any time, subject to Paragraph 5.

8. Limited Liability

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

9. Entire Agreement

This document reflects the entire agreement between 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 Coach and the Client.

10. 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.

11. 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



12. Applicable Law

This Agreement shall be governed and construed in accordance with the laws of the State of New Jersey without giving effect to any conflicts of law provisions.

13. Binding Effect

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



Schedule A

Scope of Services

The scope of services for this engagement will include the following:

Coach will deliver The Freshman Foundation program in a virtual group setting using the Zoom video conferencing platform. Client will determine whether to participate using their own judgment and may discontinue the coaching relationship at any time as set forth in Paragraph 7 of this Agreement.

Client and parent-guardian (if under 18 years of age) must provide signed informed consent (assent) forms provided in Schedule B herein to participate in individual Coaching sessions.

Client's parent-guardian may receive periodic status reports from the Coach if the minor Client participating in Coaching agrees to this arrangement. Coach will not share any confidential information about the Client unless it is determined that the individual may be at-risk of harm as described in Paragraph 6 of this Agreement.

The Freshman Foundation program will teach a number of tangible skills, including, but not limited to the following:

- Communication
- Emotional intelligence
- Focused attention
- Goal setting
- Imagery
- Mindfulness
- Resilience
- Stress management
- Team dynamics
- Time management



Schedule B

Individual Client Informed Consent for Mental Performance Coaching Services

I, (*insert name of minor client*) _____, (“Client”) hereby give my permission to Michael Huber, a mental performance coach (“Coach”), to apply his knowledge of the theories, research, and techniques in the field of sport psychology. The application of this knowledge is primarily intended to help the Client improve his/her performance on and off the field. This may include:

1. Coach will teach the Client specific performance enhancement skills for application in sport and other contexts. Examples of mental performance techniques include relaxation, concentration, imagery, positive self-talk, and mindfulness.
2. Within performance settings, Coach will help the Client understand, measure, and improve elements of performance through strategies such as goal setting.

Sessions will generally take place via Zoom video conferencing, an internet-based application. However, in the event that the Zoom platform is unavailable, then an alternative communication platform (e.g., Google Hangouts) may be used if agreed to by Coach and the Client.

The coaching relationship, as well as all information (documented or verbal) that the Client shares with Coach as part of this coaching relationship (“Confidential Information”), is subject to the principles of confidentiality set forth in the AASP Code of Ethics. However, please be aware that the coaching 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. Coach agrees not to disclose any Confidential Information pertaining to the Client without written consent from the Client and the Client’s parent-guardian.

Confidential Information does not include information that: (a) was in Coach’s possession prior to its being furnished by the Client; (b) is generally known or knowable to the public; (c) is obtained by Coach from a third party, without breach of any obligation to the Client; (d) is independently developed by Coach without use of or reference to the Client’s confidential information; (e) Coach is required by law to disclose; (f) is disclosed to Coach and as a result of such disclosure the Coach reasonably believes there to be an imminent or likely risk of danger or harm to the Client or others; and (g) involves illegal activity. Client also acknowledges his or her continuing obligation to raise any confidentiality questions or concerns with Coach in a timely manner.



Notwithstanding anything herein to the contrary, in the event that there are signs of abuse (e.g., self-harm, child abuse), Coach has an obligation to notify the appropriate authorities. In addition, if Coach suspects habitual substance abuse by the Client, this may also be grounds to break confidentiality. In the event that something arises outside Coach's scope of practice, a referral will be made to the Client and the Client's parent-guardian to see an appropriate mental health professional at the school or outside the school, if necessary. Coach has permission to follow-up with the person the Client was referred to confirm whether the Client has made contact with the appropriate resource. When working with minors, Coach may also encourage the Client to share with parent-guardian that they have been referred to another professional resource; and, in some instances Coach may also break confidentiality and tell the parent-guardian about a referral if Coach feels this is appropriate (i.e., in the best interest of the Client).

It is also understood that Coach is also responsible to the Client's parent-guardian as the assenting party. Coach may share certain *non-confidential information* with the Client's parent-guardian if it is in the best interests of the Client. Further, Coach may use audio or video devices to record coaching sessions. Recorded information will not be shared with anyone, including the Client's parent-guardian and school personnel, unless mutually agreed upon by Coach and the minor Client. Rather, such recorded information will be used only for professional reflection and development in order to become a better mental performance coach.

Signature of Mental Performance Coach

Date

Signature of Student-Athlete Client

Date

Signature of Parent-Guardian (if client is under the age of 18)

Date

Emergency Contact Name, Relationship to Client

Phone Number