

Headquarters for licensing, mentoring and certification

**ADVENTURE
BOOT CAMP**

the
Largest fitness boot camp
in the **WORLD**

Training & Mentoring Home-Study Agreement

THIS IS A BINDING LEGAL DOCUMENT

Welcome to the first step in advancing your fitness career. Please read this document carefully. This is a formal contract which states that you "the student," by signing this form, is agreeing to the terms and conditions of the Adventure Boot Camp Education & Mentoring program provided by John Spencer Ellis Enterprises, Inc.

Name: _____ Today's Date _____

Street: _____

City: _____

State: _____

Zip: _____

Current Profession: _____

City to open your boot camp: _____ Zip Code _____

Personal Trainer's Certification _____ Date of Cert. _____

Other Certifications: _____

Date of Birth ___/___/___

Home Phone (___) _____

Cell Phone (___) _____

E-mail _____@_____

I rate my current fitness level as a _____ (1-10), ten being high.

I rate my expertise as a fitness trainer at a level of _____ (1-10), ten being high.

My experience in the fitness industry includes:

I found out about Adventure Boot Camp via _____

I would like to own and operate my own Adventure Boot Camp because _____

Payment Information:

Total payment of \$2,900

Credit card, Check, Money Order, U.S. funds only

Credit Card Account Number: _____

Expiration Date: _____/_____/_____

Name on Card:

If paying by check or money order, please make payable to John Spencer Ellis Enterprises, Inc.

**Mail to: JSE Enterprises
ABC Training
30245 Tomas
Rancho Santa Margarita, CA 92688**

FAX to: 949-589-8216

Licensing, Training and Mentoring Agreement (Home-Study)

This training and mentoring agreement for the Adventure Boot Camp program ("Agreement") is entered into between _____ (hereinafter the "Student"), and John Spencer Ellis Enterprises, Inc. (hereinafter "JSE Enterprises"). The purpose of this Agreement is to outline the term and conditions of the Student's participation in the Adventure Boot Camp training program, describe the components of each module of the program, and outline financial obligations of the Student to participate in the program.

In consideration of the mutual premises and covenants contained herein, the parties agree as follows:

1. Program. In consideration for the payments made by the Student, JSE Enterprises provides the following program to the Student:

Module 1 (Your Education)

- Adventure Fitness Trainer Certification & Training. Home-study program.
- Training is Accredited by NESTA and approved for 20 ISSA ceu's
- This education is designed for a single authorized camp

Module 2 (Marketing, Online Marketing & Advertising Assistance)

- Listing on our National (highly promoted) websites BootCampFinders.com and AdventureBootCamp.com
- The issuance of your certificate
- "Pre-designed" ads and brochures
- Adventure Boot Camp art work for all your promotional needs
- Official Adventure Boot Camp Operator's Manual
- Liability release forms and evaluation forms
- Marketing for one authorized camp

This module will initiate the week following the passing of your exam.

Module 3 (Office Assistance & Consulting Services)

- Phone support and business consulting
- Unlimited e-mail support, mentoring and consulting for one camp

Module 4 (Ongoing Education and Coaching)

- Information for purchasing fun and creative props and equipment for your camp (upon request)
- Access to online updates for your licensed camp

Module 5 (Additional Benefits)

- Very low pricing for personalized web site development (optional)

- Access to liability insurance through Sports & Fitness Insurance. Many other policies are available if desired. Some limitations may apply. Information on several other policy providers will be given.
- 10% discount on ANY additional NESTA or Spencer Institute certification program (optional)

2. Term. The term of the training and mentoring program is (1) one year, unless terminated earlier as provided in this Agreement.

3. Training Location. This is a home-study course to operate a single licensed Adventure Boot Camp.

4. Payments by the Student. The Student will pay JSE Enterprises to participate in the Program, with payments directed to the address written above.

5. Support. JSE Enterprises will provide telephonic and electronic support to the Student within the hours of 8:00 a.m. to 6:00 p.m. PST, Monday through Friday, except holidays.

6. Acknowledgement. The Student acknowledges that JSE Enterprises has not represented or guaranteed a particular amount of revenue that the Student can or will achieve by offering the Adventure Boot Camp. The level of success achieved will be determined by the efforts, abilities and resources of the Student.

7. License of Proprietary Materials. JSE Enterprises grants to the Student a non-exclusive, personal, non-transferable license to use the logos, marketing materials, and other promotional materials created and owned by JSE Enterprises (together "Proprietary Materials") solely for the purpose of marketing and providing the Adventure Boot Camp to third parties. The use of the Proprietary Materials shall be subject to reasonable instructions provided by JSE Enterprises in writing to the Student from time to time, which instructions the Student agrees to comply with. Student may not alter the Adventure Boot Camp logo in any way. Following the term of this Agreement, if the Student has made all payments under this Agreement, the Student may continue to use the Proprietary Materials within the parameters of this section.

8. Student Representations. The Student represents and warrants that the information provided in the questionnaire is true and correct and acknowledges that JSE Enterprises is relying on that information.

9. Student Insurance. The Student will obtain and maintain in force a general liability insurance policy that will insure all of the activities associated with Adventure Boot Camp as offered and operated by the Student. The Student will forward a copy of the policy to JSE Enterprises immediately following execution. The Student will supply copies of the new policies to JSE Enterprises following written request.

10. Indemnification. The Student shall indemnify and hold harmless JSE Enterprises and its affiliates and its officers, directors, employees and agents from any and all claims, causes of action, losses, damages, or expenses, including reasonable attorneys' fees and costs, incurred by JSE Enterprises relating to the actions, errors or omission of the Student in offering or providing the Adventure Boot Camp or relating to the breach of any obligation or representation by the Student under this Agreement.

11. Performance. The Student shall use its best efforts to offer and provide Adventure Boot Camp in conformance with the guidelines and instruction provided by JSE Enterprises. The

Student will use its best efforts to enhance and maintain, and not diminish or dilute, the reputation and goodwill of the Adventure Boot Camp.

12. Independent Contractor. It is understood and agreed that the Student is an independent contractor and is neither an agent nor employee of Secure and has no authority whatsoever to bind JSE Enterprises or make representations on its behalf.

13. Confidentiality Obligations.

a. The Student acknowledges that JSE Enterprises has gone to great effort and expense to develop and design the practices, procedures and training methods associated with the Adventure Boot Camp. The Student further acknowledges that the information associated with the practices, procedures and training methods are proprietary, trade secret information of JSE Enterprises ("Confidential Information").

b. The Student agrees not to use any Confidential Information disclosed to it for its own use or for any purpose other than to offer and provide Adventure Boot Camps. The Student shall not disclose or permit the disclosure of any Confidential Information to third parties or to employees or agents of the party receiving Confidential Information, other than directors, officers, employees, consultants and agents who are required to have the information in order to offer and provide Adventure Boot Camp. The Student agrees that it shall take all reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information in order to prevent it from falling into the public domain or the possession of persons other than those persons authorized under this Agreement to have any such information. Such measures shall include, but not be limited to, the highest degree of care that Contractor utilizes to protect its own confidential information of a similar nature, which shall be no less than reasonable care. The Student agrees to notify JSE Enterprises in writing of any actual or suspected misuse, misappropriation or unauthorized disclosure of Confidential Information that may come to the Students' attention.

14. Default and Termination.

a. Definition and Right to Terminate. For the purposes of this Agreement, default by either party shall be deemed to arise upon the failure to cure a breach of any term or obligation of this Agreement for thirty (30) days following written notice from the other party outlining such breach. Upon the occurrence of such default, the non-defaulting party shall have the right to terminate this Agreement upon written notice to the defaulting party.

b. Termination. This Agreement shall automatically terminate upon the filing by or against the Student of a proceeding under any bankruptcy or similar law, the appointment of a receiver or trustee for all or part of the Student's assets, the making by the Student of an assignment of all or substantially all of the assets with benefit of creditors or the recording of a notice of lien or the issuance of or obtaining levy of execution against a material portion of the assets of the Student and if any of the above events are not dismissed within thirty (30) days from the date thereof.

c. Rights on Termination. Upon termination upon a default by the Student, the Student's right to offer, provide or use Adventure Boot Camp and the Confidential Information shall terminate.

15. Miscellaneous Provisions:

a. Entire Agreement and Severability Provisions. This Agreement constitutes the entire understanding and agreement between JSE Enterprises and the Student and supersedes any and all prior, contemporaneous oral or written communications relating to the subject matter hereof, all of which are merged herein. This Agreement can only be modified, amended, or altered by an instrument in writing, mutually signed by the parties hereto. Such amendment shall be binding with or without any additional consideration. If any provision of this Agreement is held

unenforceable, said holding shall not be deemed to impair the validity of the remaining provisions of the Agreement, which shall remain in full force and effect.

b. Waiver. No waiver of any provision of this Agreement or any rights or obligations of either party hereunder shall be effective, except pursuant to written instrument signed by the party or parties waiving compliance. This waiver shall be effective only in the specific instance and the specific purpose stated.

c. Relationship of Parties. Nothing contained herein shall be deemed or construed as creating a joint venture or partnership between the parties. Further, it is not the intention of this Agreement or the parties hereto to confer a third party beneficiary right of action upon any person or entity whatsoever.

d. Governing Law and Choice of Forum. This Agreement shall be construed and enforced in accordance with the laws of the State of California applicable to contracts wholly executed and wholly performed therein. The parties agree that, and hereby submit themselves to, the exclusive jurisdiction and venue for the purposes of resolving any action or proceeding brought by either party against the other arising out of or related to this Agreement shall be brought only in a state or federal court of competent jurisdiction located in the County of Orange, California.

e. Attorney's Fees. The prevailing party in any action or proceeding between the parties arising out of or related to this Agreement shall be entitled to recover its reasonable attorney's fees and costs incurred in connection therewith.

f. Notices. All notices, requests, demands and other communications required under this Agreement shall be deemed duly given to the respective parties at the addresses designated in writing by either party in accordance with this Section upon (a) personal delivery, or (b) delivery by U.S. mail, postage pre-paid, or (c) receipt by the transmitting party of confirmation or answerback if delivery is by telex, telegram or facsimile.

POLICIES and PROCEDURES

When you sign up for the **Certified Adventure Boot Camp System**, you are agreeing to our policies.

Not all applicants will be accepted into our program.

Completion of this program DOES NOT authorize you to certify or authorize any additional camps or instructors.

The ABC licensing program is for ONE person to operate ONE licensed camp... No exceptions.

After completing your distance learning training and passing your written exam, you will be approved to begin your Authorized Adventure Boot Camp.

Delivery of Materials: All program/support materials to be sent by UPS. No additional shipping fees are required unless the programs are shipped outside the U.S.

Withdrawal from program: Once an educational/mentorship or distance learning program is ordered/processed, **there is no refund simply because you decide not to proceed with the**

program.
NO EXCEPTIONS!

The Adventure Fitness Trainer Certification is approved by the **ISSA** (International Sports Science Association) for CEUs.

The Adventure Boot camp logo cannot be modified aside from adding your camp's location.

No personal checks are accepted. We do accept money orders and bank checks. We accept MasterCard, Visa, Debit Cards, Discover, American Express & Company Checks.

Home study option has a fee of \$2,900 and also includes a 1-year mentorship program. You will receive all the material and benefits shown when you enroll.

If any of your support materials are damaged during shipment from our warehouse they may be returned. A new item will be mailed immediately.

Adventure Boot Camp Training & Licensing provides you with mentorship for one camp.

Additional mentorship packages can be acquired from the corporate office.

Any camp which is authorized and then violates our ethics policies will be removed from the Adventure Boot Camp system. They must discontinue the use of all Adventure Boot Camp programs and likenesses at that time.

We respect your privacy. John Spencer Ellis Enterprises, Inc. never makes your information available to anyone. Once you order a program or product, your information is stored in our database for access when an employer needs educational verification. Periodically, we will distribute a mailing to let you know about workshops, new programs, and special announcements.

There is no transfer of this program, license or intellectual properties.

IMPORTANT: Those who live in Orange County, CA, operate a fitness camp in Orange County, or plan on opening a fitness camp of any type in Orange County, CA are NOT eligible for this program.

The parties have read and hereby promise and agree to all of the above on this _____ day
of _____, 200_.

“Student”

Name: _____

Signature: _____

John Spencer Ellis Enterprises, Inc.

By: _____
John Spencer Ellis, President

