

Agreement for Services

DATE: 11/13/2017

This agreement for services (this "Agreement") sets forth the terms and conditions for your association with Athletic Mentors, LLC and Team Athletic Mentors Presented by Greenware ("TEAM").

The terms of this Agreement are as follows:

1. Athletic Mentors LLC will engage Tom Burke ("ATHLETE") commencing November 1, 2017 and terminating October 31, 2018 unless earlier terminated or extended. ATHLETE shall provide the following services, as well as those reasonably requested by Athletic Mentors LLC from time to time.
2. ATHLETE shall race exclusively for TEAM during the term of this contract, in all competitive events unless otherwise approved by team management.
3. ATHLETE shall render the services specified in this Agreement at such times as they are requested by and shall be coordinated through the Team's Director or his/her designee.
4. Each party releases the other from all claims, demands, or causes of action for injury to person or property, or for death arising directly, or indirectly, from either party's performance of this Agreement, regardless of when in the future said claims, demands, or causes of action arise and whether or not caused or contributed to by the negligence of the other party, its agents or employees.
5. In the event that ATHLETE is found to have used or admits to have used illegal drugs, stimulants or banned substances which may or may not enhance performance, or if ATHLETE'S hematocrit level is tested above 50 percent, as outlined in the UCI rules and guidelines, either before, during or after competition, or at any time before or during the term of this Agreement, such an offence shall be considered a breach of this Agreement and this Agreement may be terminated by TEAM upon written notice to ATHLETE. Should ATHLETE refuse a drug test upon request of any athletic governing body, this will be deemed an admission of guilt.
6. TEAM may provide ATHLETE with equipment in the performance of the services and ATHLETE shall use said equipment exclusively for performance of services. A specific

list of promised gear and equipment will be listed in Addendum A. Any team issued equipment or gear must be used exclusively at all times, including but not limited to: races, training events, tours, group rides, etc... All equipment issued to athlete shall remain the property of TEAM at the end of this Agreement.

7. ATHLETE shall wear only 2018 team apparel, in good, laundered condition for competitive events, team training events or other public events. Team athletic apparel from previous years may be worn for training and group rides. Any accessories that are not team branded (for example, knee warmers) should be black.
8. ATHLETE shall use clean, properly functioning equipment for competitive events or other public events. This applies whether said equipment was provided by TEAM or ATHLETE.
9. If podium placing is achieved, ATHLETE shall attend the podium presentation and arrange for a podium photo. ATHLETE shall send photo to management within 48 hours.
10. In addition, Athletic Mentors LLC, TEAM and its sponsors have the right to use photographs, name or likeness of ATHLETE in print advertising and/or promotional materials both during and after the term of this Agreement.
11. ATHLETE shall devote at least (2) non-race / community / volunteer events for promotional purposes with regard to TEAM and its sponsors. One of these events must be selected from the list of sponsor designated events list on TEAM area at athleticmentors.com. Additional events may be one of the ATHLETE'S choosing.
12. ATHLETE also promises to compete in at least (5) races which are on the TEAM race calendar (as listed on TEAM website), and at least (12) Michigan races total. The TEAM Race List is subject to change based on changes to the race calendar. Changes and current team race list will be published in team admin area at athleticmentors.com.
13. ATHLETE must volunteer (or provide a volunteer in their place) for the team race.
14. ATHLETE must submit at least (1) blog(s) for publication on the TEAM blog (TEAM website).
15. ATHLETE agrees to abide by the code of conduct set forth by TEAM and its Hand Book.
16. ATHLETE must report all team activities (racing, community events and sponsor usage/referrals) in the activity reporting system located in TEAM area at athleticmentors.com.
17. ATHLETE shall attend the annual team meeting. (Date will be announced in January, for the meeting schedule in May-June time frame).

18. If for any reason ATHLETE shall request termination of this contract prior to fulfilling terms stated herein, ATHLETE shall reimburse TEAM for the cost of support provided, including apparel and registration fees (if applicable). Race reimbursements will not be paid until all contract commitments are met.

The parties acknowledge and agree that this Agreement may be executed in separate counterparts via DocUSign and such counterparts shall constitute a valid, original and binding agreement.

WAIVER AND RELEASE OF LIABILITY – READ BEFORE SIGNING

1. The risk of injury from the activities involved in this program is significant, including the potential for permanent paralysis and death, and while particular skills, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist; and,
2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation; and,
3. I willingly agree to comply with the stated and customary terms and conditions for participation. If, however, I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the TEAM immediately; and,
4. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS THE TEAM, their officers, officials, agents and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and, if applicable, owners and lessors of premises used for the activity ("Releasees"), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property associated with my presence or participation, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT

If the above is satisfactory, please indicate your approval by executing a copy of this Agreement in the place below and then return it to the undersigned.

This agreement has no effect on either party's rights as to claims, demands, or causes of action for injury to person or property arising from the ownership use or operation or maintenance of a motor vehicle. The parties reserve and retain their rights under Michigan no-fault insurance Law, MCLA 500.3101et seq.



Cheryl A. Sherwood
Athletic Mentors, Owner
TEAM Director

Date: 11/13/2017



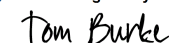
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ATHLETE

11/30/2017

Date: _____

DocuSigned by:



9FCE031FAAF7495...

Parents of ATHLETE (if racer is 18 years of age or younger)

11/30/2017

Date: _____

Athlete Responsibilities and Code of Conduct

PURPOSE: A great deal of time, effort and expense has been put into the formation of TEAM. Promises have been made to sponsors as to the way TEAM will perform and the athletes will conduct themselves. In return for the opportunity to compete with TEAM and also in return for the clothing and equipment furnished to team members, certain responsibilities are incumbent on all team members:

CONDUCT: At all times when in uniform, athletes will conduct themselves in an adult, responsible and courteous manner. When riding in team formation on training rides, team members will be as courteous to motorists as possible and ride in the least disruptive manner to the flow of traffic. Remember we are representatives for our sponsors. They invest in us to create a positive public image. All it takes is one irate motorist calling to complain about us to our sponsors and we likely will lose that sponsor next year.

PARTICIPATION: Obviously, the concept of "team" involves many members functioning together. In order to accomplish this and also in order to foster team unity and camaraderie, members need to spend time together and train together. To the extent possible, given everyone's school, work and family responsibilities, team members should make an attempt to attend team training sessions, training rides and training camps as frequently as possible. Our presence on the roads in team uniform is one mode of visibility that our sponsors pay for. Our failure to train as a group and be visible to the public diminishes our value to our sponsors.

PERFORMANCE: Team members have an obligation to perform at the highest level possible and in the best traditions of their sport. Athletes should commit themselves to getting into the best physical condition possible and to giving maximum effort in every race. "Dropping out" of races is discouraged. Teamwork during races is expected. If one teammate wins, we all win.

IMPORTANT: *Athletic Mentors reserves the right to modify this Code of Conduct at anytime under its sole discretion.*

Addendum A

- \$350 kit allowance
- \$250 Race Registration Reimbursement (Paid only if all contract commitments have been met).
- All available equipment & shop discounts.
- Pro Level Giant Discount
- Team Pricing for all apparel and equipment sponsorships including Smith Optics.
- Team Pricing for all nutrition sponsorships including UCan, First Endurance, Endurobites Products.
- Team Pricing for Athletic Mentors Services.
- Pro Pricing on ExpertCity.com (formerly Promotive)