



## **ONLINE EXERCISE PRESCRIPTION - TERMS AND CONDITIONS**

### **INNOVATE SPORT SPECIFIC CONDITIONING (ISSC)**

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## 1. **GENERAL**

### A.

#### **Contract Information**

A contract arises between yourself and Innovate Sport Specific Conditioning (ISSC), once registration and payment has been made for services. It is important that the terms of the contract between yourself and ISSC are clear, and for this reason if there is any conflict with what is stated with this information and anything you have been told by a coach / facilitator / administrator or over the telephone, via email or face to face, these terms and conditions will prevail. Failure by ISSC to enforce any of the stated rights at any time for any period shall not be construed as a waiver of those rights.

### B.

#### **Registration Entitlement**

As a registered ISSC athlete you are instructed to follow the exercise prescription that has been individually and specifically designed for you. Information gathered regarding training load management / injury history / level of athletic competence / rate of progression / strength and conditioning history is used to develop a prescription appropriate to each individual's goals and individual requirements. Training completed which is additional to the prescribed exercise, is completed at the athlete's own risk and ISSC is not held responsible for any injury or accident outside of the prescribed parameters.

### C.

#### **Minimum Age**

There is no minimum age for athlete registration. Parameters are put into place to cater for every individual and their level of athletic competence and training history. A full history is conducted prior to the athlete starting with the online programming, where athletes have the expectation to divulge all required information prior to an appropriate exercise prescription.

### D.

#### **Right of Admission**

ISSC reserves the right to refuse the registration of any athlete based on the grounds of an inappropriate ability to complete the training program safely. ISSC will review all aspects of the training and physical history for each athlete and where appropriate, advise the athlete of a course of action prior to commencement of the ISSC training program. ISSC reserves the right to request a medical certificate from the appropriate allied health professional prior to commencement of the program to ensure the utmost safety for the initiation of the training program.

### E.

#### **Terms and Conditions Changes**

ISSC reserves the right to make changes to the terms and conditions at any time. It is the athlete / client's responsibility to refer to changes which may occur.

**2.**

**PAYMENT**

**A.**

**Payment of Fees**

- Fees will be paid in full prior to providing the athlete with the exercise prescription. The specific fee for service will vary depending on the length of training period which the athlete requests. Athletes will be notified of the specific fee via email.
- The athlete will receive the exercise prescription service within 5 working days of the full fee payment. Time is required to prepare the service package for the client to a high standard and include specific individuality and sport specific variables based on client history.

**B.**

**Cancellation / Termination**

- ISSC reserves the right to terminate training services for one or more of the following reasons:
  - o Poor athlete adherence to the program.
  - o Not following training advice of the ISSC staff.
  - o Completing additional exercise programming against the better judgment of the ISSC staff.
  - o Safety concerns due to the athlete's health, which may already occur prior to the commencement of the program, or during the commencement of the program.
  - o Any other occasion where the ISSC staff deems there is a potential safety concern the athlete/s health during completion of the program.
  - o The sharing of individually designed exercise prescription, where a second party may have health issues not known by ISSC staff, and are not considered in the exercise prescription process.

**C.**

**Fee Structure**

- Training fees are calculated per week at a rate of \$42.00 AU (Premium online program), or \$54.00 (Premium *PLUS* online program)
- Training packages exist over 12 & 24 week periods, where training fees are due ahead of time in 6 weeks blocks up front.
- The fee is to be paid to ISSC, prior to gaining access to programming. This fee will be due for payment prior to the 1/ 6 / 12 / 18 week stages of programming. (Exact account details given upon request).
- The athlete will be sent an invoice 2 weeks prior to the due date, where the amount is due prior to commencement of the next stage of programming.
- The athlete can elect to pay installments ahead of time, via communication with ISSC staff.
- Once a receipt of payment is sent to ISSC and received, the athlete will be notified and the prescription process will begin. (As mentioned in section 2A, a period of up to 5 days may exist for the prescription process to occur.

- Exercise prescription will be written for each 6 week block at a time, due to the nature of variability / individual specifics / statistical information / progression rates / individual coordination / athlete adherence / athlete coherence / athlete ability with individual athletes.

#### D.

##### Service Inclusions

The following service inclusions apply to all registered online ISSC athletes:

- **Periodised plan** for the period of registered training.
- **Multiple exercise programs** covering high / moderate / low load resistance training / recovery programs / preparation programs. Programs are updated at a minimum of every 6 weeks.
- **Multiple methods of resistance training** are available to tailor to the athlete's individual needs. These will be devised based on the athlete's individual requirements at the time of initial assessment.
- **Evaluation of the multiple assessments** completed by the athlete. Assessment videos are available with a strict categorised scoring system devised to apply the most applicable individual training prescription for each athlete.
- **Visual coaching professional (VCP)** is the method in which exercise prescription is delivered. Athletes are given a subscription for the period of the training program, where they can access their individual program via computer and portable devices.
- **Exercise programs have individual videos** for every exercise prescribed, with explanations / muscle groups / tips / cautions / printing options available.
- **Online training diary functions** are available for every training session. Training diaries are customised for every athlete, to allow the most effective statistical analysis of training sessions.
- **Statistical analysis** of training loads / training monotony / training strain / training fatigue / is completed at the end of training week 6 / 12 / 18 / 24. This information provides the athlete with an analysis of their training program and variables, which can be manipulated for further programming. The information provides an insight into training efficiency and how to best manipulate the individual long-term program for increased efficiency. Comparisons are made with both individual variables and current age / competition / experience / injury normative data. (NB: Statistical analysis is only available after the individual athlete has completed all of the associated training diaries, where are required to develop the associated statistics. If diaries are not filled out in their entirety, the statistics will not be produced with the utmost efficiency).
  - o Specific statistical analysis differs between the two package types. The Premium Package offers analysis of training load-fatigue. The Premium *PLUS* package offers load-monotony-strain analysis and training load-fatigue.
- **Coaching questions and assistance** available within work hours (Monday – Friday 9:00am – 5:00pm) via email / phone. ISSC staff will endeavor to assist wherever possible with questions/ further explanations of training related information if required.

#### 3.

## **PERSONAL DETAILS**

### **A.**

#### **Change in Personal Details**

It is the athlete's responsibility to notify ISSC regarding any changes in personal details throughout the duration of the training program. These may include:

- Changes in training environment
- Changes in access to training resources / facilities
- Changes in coaching staff
- Changes in training timetable

### **B.**

#### **Physical Condition (Accident / Injury)**

- All athletes are responsible for completing the initial athlete questionnaire in its entirety. The questionnaire and assessment process has been designed to provide the ISSC staff with all of the applicable information required to prescribe an effective training program. The more information provided in the most appropriate manner will allow ISSC staff to prescribe the most efficient program for the individual athlete. The program prescription takes injury (current / previous) into account where it is essential that the athlete provide all information requested in the questionnaire.
- If physical condition changes throughout the course of the training program, it is the athlete's responsibility to inform ISSC. Failure to do so may result in the cessation of ISSC services at the discretion of ISSC staff.
- If the athlete suffers an injury and fails to report it to ISSC staff, any / all further injury occurrences associated to the initial injury will negate any responsibility from ISSC.
- If the athlete fails to provide information regarding injury status (previous / current), and they are re-injured (same injury or associated injury / injury area) through the course of the training program, ISSC bears no responsibility. The athlete waives the right to make any claim towards ISSC being responsible in this instance.
- If additional resistance training is completed during the course of completing an ISSC program (outside of the prescribed training), ISSC is not responsible for any injury that occurs during the course of the program.
- It is the responsibility of the athlete to report all training / competitions / events that occur at any place in time. Any additional training (of any type) that is completed by the athlete and not noted / known by ISSC staff is done so at the athlete's own risk and regardless of the training completed from ISSC, the athlete waives any responsibility for injury from ISSC as the additional training was not known by ISSC staff.
- It is the expectation that the athlete will follow the exercise prescription guidelines, which are demonstrated by VCP software and ISSC staff. Any additional techniques or practices used by an athlete will be done so at their own risk.

### **4.**

## **COPYRIGHT**

- Strict copyright applies to all ISSC prescribed programs.
- Any program written by ISSC, which is provided to an athlete is the sole property of ISSC.
- Reproduction of any program without strict permission from ISSC is strictly prohibited.
- Content from these programs cannot be used for any other training program, whether for personal or professional use without specific consent from ISSC. Programs and all their parameters are designed and written for each specific individual, where a significant safety issue arises from the unlawful copy and/or use of ISSC information for alternate exercise prescription.

### **5.**

## **INFORMATION TECHNOLOGY**

- Access to exercise programs will be provided by ISSC.
- Access will be provided with the use of a username and password to access all exercise programs.
- Username and password design is not optional and will be provided to all athletes in completion by ISSC staff.
- Individual security of log on details is the athlete's responsibility. Any additional access of an athlete's program by any other individual is strictly prohibited.
- Availability of an internet connection and access to the internet are essential to view the training programs. An athlete can print the programs once they view them, however regular access is recommended as ISSC staff can make updates regularly. It is the athlete's responsibility to view any updates made to the training program at any point in time.

### **6.**

## **EQUIPMENT**

### **A.**

#### **Use of Equipment**

- It is the expectation of the athlete to view each of the exercises from the videos provided and simulate the technique completed in each instructional video.
- Exact brand and type of equipment will vary in each facility, where it is the athlete's responsibility to view and best simulate the instruction given.
- In the instance where an athlete does not have access to a particular piece of equipment used in an instructional video, the athlete can ask for an alternative exercise and / or ask for a method to complete the same exercise with a different piece of equipment.

### **B.**

### **Interpretation of Instruction**

- ISSC endeavors to provide the best instruction via its videos through the use of visual coaching professional (VCP). It is the athlete's responsibility to correctly interpret the video and complete the exercise as it is prescribed. ISSC bears no responsibility for athletes who misinterpret instruction via the VCP videos.
- Athletes who may not completely understand a video or an instruction have the opportunity to request instruction from ISSC staff prior to attempting an exercise.