

MILLY IN MOTION, INC. TRAINER AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 2026, by and between _____ (hereinafter referred to as “Trainer”) and Milly In Motion, Inc., a nonstock corporation duly organized under the laws of the Commonwealth of Virginia, (hereinafter referred to as “Milly In Motion” or “Released Party”).

WITNESSETH: Milly In Motion is a non-profit organization that was formed to help ensure that physical fitness with the aid of a certified special population personal trainer is available to anyone who has been diagnosed with an intellectual or other developmental disability and who wants to exercise to stay in good physical condition, but who cannot afford the associated costs. Milly In Motion will provide funding for the provision of such services to trainees, who are individuals diagnosed with an intellectual or other developmental disability, in accordance with the terms herein. Milly In Motion has developed and maintains relationships with people and/or organizations who are certified to provide training services to persons diagnosed with an intellectual or other developmental disability (such persons being hereinafter referred to as “Trainer”). In addition to providing funding, Milly In Motion may refer a prospective trainee, on a non-exclusive basis, to Trainer.

NOW THEREFORE, in consideration of Milly In Motion’s willingness to provide funding and refer trainees to Trainer, the parties agree as follows:

Provision of Funding: Milly In Motion hereby agrees to provide funding toward training sessions performed by Trainer for the benefit of trainee. Trainer must provide Milly In Motion with detailed invoices, which shall include without limitation, a description of the services and the number of participants that Trainer provided services to during such billing period. Milly In Motion relies upon and can only provide the funding to the extent it receives the contributions and grant dollars necessary to fund the services provided by the Trainers. For avoidance of doubt, Milly In Motion will provide the funding described in this section only to the extent it is financially able to provide such funding toward the training services addressed herein. In the event Milly In Motion desires to terminate this Agreement or is otherwise unable to fund the training services, it shall provide notice of termination of this agreement to the Trainer and shall have no further obligation to the Trainer. Following termination of this agreement, all other provisions of this agreement shall survive.

Trainer Representations; Medical Clearance: The Trainer represents and certifies that it possesses the necessary expertise, accreditations, and certifications required under applicable law to perform the services described herein, and the Trainer further agrees to immediately notify Milly In Motion of any changes to the status of his, her, or its accreditations and certifications. The Trainer acknowledges that it is their own responsibility to ensure that the trainees are physically and mentally capable of participating in the training services.

Release of Liability: WITH THE KNOWLEDGE OF THE FOREGOING, AND AS AN INDUCEMENT FOR MILLY IN MOTION TO ALLOW TRAINER TO RECEIVE FUNDING TO PROVIDE THE SERVICES DESCRIBED HEREIN, TO THE EXTENT PERMITTED BY LAW, TRAINER HEREBY AGREES TO WAIVE OR RELEASE ANY AND ALL RIGHTS THAT TRAINER, DIRECTORS, EMPLOYEES, ASSIGNS AND REPRESENTATIVES MAY HAVE TO MAKE A CLAIM, NOW KNOWN OR UNKNOWN, AGAINST RELEASED PARTY AND ANY MEMBERS OF ITS BOARD OF DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, VOLUNTEERS, AND ASSIGNS, ARISING FROM ANY LOSS, DAMAGES, INJURY OR DEATH WHICH TRAINER OR TRAINEE MIGHT SUSTAIN OR WHICH MIGHT OCCUR AS A RESULT OF TRAINERS PERFORMANCE OF THE TRAINING SERVICES, OR WHICH MIGHT ARISE FROM ANY DISPUTE BETWEEN THE TRAINER AND ANY TRAINEE.

Further, Trainer understands that disputes may arise between the Trainer and Trainee. Trainer acknowledges that Milly In Motion will have no responsibility for settling any such disputes.

Indemnification: THE TRAINER AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE RELEASED PARTY (AND THE RELEASED PARTY’S DIRECTORS, EMPLOYEES, AGENTS, VOLUNTEERS, SUCCESSORS, AND ASSIGNS) FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, DEMANDS, RIGHTS, LOSSES, COSTS, DAMAGES, EXPENSES, SETTLEMENTS, JUDGMENTS, CAUSES OF ACTION AND LIABILITIES OF ANY KIND WHATSOEVER, WHETHER FORESEEN OR UNFORESEEN, INCLUDING REASONABLE ATTORNEYS’ FEES,

ARISING OUT OF OR RESULTING FROM ANY CLAIM RELATED TO TRAINERS PROVISION AND/OR THE TRAINEES PARTICIPATION IN THE TRAINING SERVICES, INCLUDING WITHOUT LIMITATION THE TRAINER'S BREACH OF THIS AGREEMENT.

Consent to Being Photographed. The Trainer hereby consents to Milly In Motion photographing, video recording, or audio recording, himself/herself while engaged in the physical training sessions mentioned in this document. The Trainer agrees that Milly In Motion is permitted to use such photographs and/or recordings as Milly In Motion deems fit. Further, when the Trainer publishes photographs, videos, or other media of trainees that received funding or were otherwise referred by Milly in Motion, Trainer agrees to tag, where applicable, and provide credit to Milly in Motion.

Governing Law. This agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Virginia without reference to its conflict of law provisions. The Trainer expressly and irrevocably agrees that any suit or proceeding arising under this Agreement or the consummation of the transactions contemplated hereby, shall be brought in the state court located in Hampton, Virginia. By execution hereof, the Trainer expressly and irrevocably submits to the in personam jurisdiction of the state court located in Hampton, Virginia.

Binding upon Heirs, etc. All terms and conditions of this agreement shall be binding on Trainer and his/her/its successors in interest, including, but not limited to their heirs, administrators, personal representatives and assigns.

Waiver. No term, provision or condition of this agreement, nor their strict performance, nor any remedy provided for their breach shall be waived or lost by any prior acquiescence or forbearance on the part of Milly In Motion.

Severability. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

Recitals. The foregoing recitals are hereby incorporated into and made a part of this agreement.

The Trainer has read and understands the foregoing release of liability, and further acknowledges its indemnification obligation to the Released Party.

Signature of the Trainer: _____ **Date:** _____

Milly In Motion, Inc.

Print Name: _____

Title: _____

Date: _____