



FREE TRIAL WAIVER

This form and the information contained within are kept confidential.

Name \_\_\_\_\_ Date of Birth \_\_\_\_/\_\_\_\_/\_\_\_\_  Male  Female
Last First

Email \_\_\_\_\_ Phone (H) \_\_\_\_\_ (C) \_\_\_\_\_ Okay to text? Y N

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_ Zip \_\_\_\_\_

School \_\_\_\_\_ Sports Played \_\_\_\_\_

Parent/Guardian's Name \_\_\_\_\_

In the event of a medical emergency, the following people and medical personnel should be contacted:

Contact Name: \_\_\_\_\_ Relationship: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_

Medications: \_\_\_\_\_

Medical Alerts/Allergies: \_\_\_\_\_

Please list any injuries, conditions, or illnesses that might affect medical treatment and/or program design:

\_\_\_\_\_

In the event of a medical emergency where I (or my spouse) cannot be contacted, I authorize Athletes' Training Center to secure whatever medical care is necessary for the safety and well-being of my child. I will assume all medical costs.

SIGNATURE (if younger than 19 years of age, Parent or Guardian must sign)

DATE

What follows are the terms governing your Athletes' Training Center Free Trial Session. As used in this Agreement, "Client" means the person becoming a client; "you" also means the Client, but includes the Responsible Party if the Client is less than 18 years old; the "Responsible Party" is the Client's parent or other adult who is legally responsible for the Client; and "we" means the Athletes' Training Center. By signing below, you agree to all the terms and conditions in this agreement and certify that you have read the entire agreement, so please read it carefully.

- 1. Rules. The Client must follow all of our rules and regulations for using our facility.
2. Damage to Facilities. You must pay us for any damage you or your guests cause to our facility or property.
3. Client's Physical Fitness.
a. You represent that the Client is physically fit to engage in the activities that he or she participates in at our facility. You are solely responsible for all health risks associated with those activities. If we evaluate the Client's physical fitness or recommend any activities for the Client, that is not a substitute for—and does not relieve you from the obligation of—having the Client's doctor evaluate the Client or recommend appropriate activities for him or her before the Client begins a physical exercise program or engages in any activities at our facility.
b. The Client should be examined by his or her physician before using our facility. The Client should consult with his or her physician regularly during the time that the Client is engaging in activities at our facility. If the Client has a

history of heart disease, lung conditions that affect breathing or other significant health condition the Client **must** consult a physician before using our facility or joining. He or she may not use the facility or join without such a consultation. If, at any time, the Client develops any of these conditions, then the Client must consult with his or her physician before continuing to use our facility or engaging in any activities. We are not licensed doctors and our advice is therefore limited in scope and is not a substitute for medical supervision and advice, which the Client must obtain independently of us.

4. **Licensees.** We may license certain space in our facility to one or more third parties (each, a "Licensee"). All Licensees are independent businesses. Accordingly, if the Client uses any services offered or performed by a Licensee, that is a matter solely between the Client and the Licensee. We make no representations or warranties with respect to any of the services that are offered or performed by any Licensee and the Client uses the Licensee at his or her own risk. Licensees are not our partners or joint ventures and nothing creates any legal relationship between us and any Licensee other than that of licensee and licensor.
5. **Arbitration.** All disputes and legal claims that you or your guests may have with or against any member of the Athletes' Training Center Group must be resolved through binding arbitration conducted by the American Arbitration Association.
6. **Waiver and Release.** Participating in athletic activities carries an inherent risk of injury, even if the greatest care is exercised. Accordingly, Clients and their guests may injure themselves while attending or using our facility or participating in any of our activities or programs. Clients and their guests, therefore, assume all risk of personal injury, death, property loss, or other damages that may relate to attending or using our facility or participating in any of our programs or activities. By assuming those risks you and your guests waive, and release, all claims you or your guests may have or may want to assert against us, our affiliates, and our and our affiliates' owners, officers, directors, managers, employees, agents, and representatives (the "Athletes' Training Center Group") for any such personal injuries, death, property loss, or other damages connected to or arising out of any of the aforesaid risks. You and your guests release the Athletes' Training Center Group from all claims, damages, demands, rights of action, causes of action, and liabilities, present or future, known or unknown, anticipated or unanticipated, resulting from or arising out of the Client's and its guests' attendance at or use of our facility or their participation in any of our activities or programs, including, without limitation, those arising from our negligence or that of any other member of the Athletes' Training Center Group. You and your guests also release all members of the Athletes' Training Center Group from all liability relating to loss, theft, or damage to personal property—including, without limitation, automobiles and locker contents.

\_\_\_\_\_ (Initials) I have read the waiver and release section.

Date: \_\_\_\_\_

Client's Name: \_\_\_\_\_  
(please print)

Client's Signature: \_\_\_\_\_

If Athlete is under 18 years old, Responsible Party's Signature:

Responsible Party's Name: \_\_\_\_\_ Relationship to Athlete: \_\_\_\_\_  
(please print)

Signature: \_\_\_\_\_