



Date _____

Athlete's Name _____ Age _____

Parent's Name _____

Telephone # _____ (circle one) Home or Cell

Email _____

Team Name _____

Does the athlete have any medical conditions that may be affected by training today? Y N

If yes, please write all that apply: _____

I am interested in a complimentary (check all that apply):

- Semi-Private Performance Training Session
- Semi-Private Adult Fitness Session
- Nike SPARQ Training Athletic Assessment

(Please read and sign the back of this page)

As used in this agreement, "Visitor" means the person considering becoming a client or visiting our facility to participate in a special event conducted there; "you" also means the Visitor, but includes the Responsible Party if the Visitor is less than 18 years old; the "Responsible Party" is the Visitor's parent or other adult who is legally responsible for the Visitor; and "we" means the Velocity Sports Performance franchisee that owns the facility. 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 Visitor must follow all Velocity rules and regulations for using the facility as well as participating in off-site activities.

2. Damage to Facilities. You are liable for any damages that you or your guests cause to the facility or property on the premises.

3. Waiver and Release. Visitors and their guests assume all risk of personal injury, death, property loss, or other damages that may relate to attending or using the facility or participating in any of Velocity programs, activities, or special events. 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 Velocity, its affiliates (including Velocity Sports Performance Franchise Systems), affiliates' owners, officers, directors, managers, employees, agents, and representatives (the "VSP 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 VSP 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 Visitor's and its guests' attendance at our use of our facility or their participation in any of our activities, programs, or special events, including, without limitation, those arising from our negligence or that of any other member of the VSP Group. You and your guests also release all members of the VSP Group from all liability relating to loss, theft, or damage to personal property- including, without limitation, automobiles and locker contents.

4. Visitor's Physical Fitness. You represent that the Visitor is physically fit to engage in the activities in which he or she participates in the facility. You are solely responsible for all health risks associated with those activities.

5. Arbitration. All disputes and legal claims that you and your guests may have with or against any member of the VSP Group must be resolved through binding arbitration conducted by the American Arbitration Association.

6. Franchise. We have franchised the right to operate a Velocity Sports Performance business from Velocity Sports Performance Franchise Systems, LLC, our franchisor. We are, thus, an independently owned and operated business and not an agent, legal representative, subsidiary, joint venture, partner, employee, affiliate, or servant of Velocity Sports Performance Franchise Systems, LLC, for any purpose whatsoever. Accordingly, Velocity Sports Performance Franchise Systems, LLC, has no obligations or liabilities to you under this agreement or otherwise.

7. Miscellaneous. We do not honor any oral agreements made at the facility or over the phone that are contrary to the terms and conditions in this agreement. This contract constitutes the entire legal agreement pertaining to trial visits and any other matters herein discussed and supersedes any other promises, representations, or understandings of any kind, whether oral or written. No modifications or alterations to the terms or provisions hereof may be made by anyone unless such changes are expressly authorized in writing by one of our authorized personnel. If any provision of this agreement is contrary to, prohibited by, or considered invalid under applicable law, that provision is inapplicable and considered omitted to the extent it is contrary, prohibited, or invalid—but, in such event, the remainder of this agreement is not invalidated must be given full force and effect so far as possible. If any provision of this agreement may be construed in two or more ways, one of which renders the provision invalid or otherwise avoidable or unenforceable and another of which renders the provision valid and enforceable, the provision has the meaning that renders it valid and enforceable. We do not lose our right under this agreement if we delay in enforcing them or fail to enforce such rights.

Parent/Guardian(print)_____ Signature_____

(Parent athlete is under the age of 18)

Relationship to Athlete (if not parent)_____ Date_____