



McIntosh Year-round Integrative Training Program by SPEED Sports Performance

SPEED Sports Performance will offer all McIntosh High School Athletic Teams the following:

- Two 1.5 hour training sessions at McIntosh High School per week.
- For athletes that are not able to attend school training sessions, two scheduled classes at SPEED Sports Performance will be offered weekly.
- Training sessions will be held at SPEED Sports Performance during the weeks in which school is not in session.
- The start date for this program is June 1st, 2010 and will run through May 31st, 2011.
- Each athlete will be required to pay \$35.99 per month for the 12 month period.

Athlete Name: _____ Graduation Year: _____
Athlete's Cell: (____) _____ Athlete's Email: _____
Home/Parent's Cell: (____) _____ Parent's Email: _____
Birth Date: _____ Sport(s): _____

To Pay Monthly with Debit or Credit Card:
Total Price: \$ _____ CC: Discover, Master Card or Visa #: _____ Exp: _____ Code: _____
Name on Card: _____ Signature: _____ Date: _____
* To Pay Full Amount with Check: Make Checks Payable to SPEED Sports Performance
*If you are paying with a check or cash, payments must be made for the full year. No monthly payments will be accepted by check or cash.

<u>PARENTAL CONSENT AND RESPONSIBILITY WAIVER:</u>
I have read the SPEED Sports Performance Release Agreement for Training or Testing on the back side of this document. By signing below, I agree to all the terms and conditions in the agreement and certify that I have read the entire agreement.
If Under 18 years old, Responsible Party Name (Please Print): _____
Responsible Party Signature: _____ Date: _____



RELEASE AGREEMENT FOR TRAINING OR TESTING

We permit prospective clients and other members of the general public to visit and use our SPEED Sports Performance facility to determine whether they want to purchase the right to participate in our program or to participate in special events conducted at our facility. Before we do so, however, each Visitor must sign a Release Agreement. This also applies to training conducted by SPEED Performance Coaches outside the facility. 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, or taking part in off-site training; "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 SPEED Sports Performance franchise that owns the facility. You must also sign this agreement if the Visitor wants to participate in any trial session or testing that we may conduct at locations other than our training facility. Signing this agreement entitles the Visitor to free performance testing and evaluation at our facility or at the off-site location where the Visitor is participating in a trial session or testing. *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 our rules and regulations for using our facility or participating in off-site activities.
2. Damage to Facilities. You must pay us for any damages you or your guests cause to our facility or property.
3. Waiver and Release. People regularly suffer injuries while participating in athletic activities, even if the greatest care is exercised. Accordingly, Visitors and their guests may injure themselves while attending or using our facility or participating in any of our activities, programs, or special events. Visitors 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, 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 us, our affiliates (including our franchisor), and our affiliates' owners, officers, directors, managers, employees, agents and representatives (the "SPEED Sports Performance") 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 SPEED Sports Performance 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 or 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 SPEED Sports Performance. You and your guests also release all members of the SPEED Sports Performance from all liability relating to loss, theft, or damage to personal property—including, without limitation, automobiles and locker contents.
4. Visitor's Physical Fitness
 - a. You represent that the Visitor 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 Visitor's physical fitness or recommend any activities for the Visitor, that is not a substitute for—and does not relieve you from the obligation of—having the Visitor's doctor evaluate the Visitor or recommend appropriate activities for him or her before the Visitor begins a physical exercise program or engages in any activities at our facility.
 - b. The Visitor should be examined by his or her physician before using our facility. If the Visitor has a history of heart disease, the Visitor *must* consult a physician before using our facility; he or she may not use the facility without such a consultation. 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 Visitor must obtain independently of us.
5. 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 Visitor uses any services offered or performed by a Licensee, that is a matter solely between the Visitor 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 Visitor use 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.
6. Arbitration. All disputes and legal claims that you and your guests may have with or against any member of the SPEED Sports Performance must be resolved through binding arbitration conducted by the American Arbitration Association.
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 and 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 voidable 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.