



VELOCITY SPORTS PERFORMANCE
Release Agreement for Trial Session

As used in this agreement, "Athlete" means the person training with our coaches during a trial session inside our facility; "you" also means the Athlete, but includes the Responsible Party if the Athlete is less than 18 years old; the "Responsible Party" is the Athlete's parent or other adult who is legally responsible for the Athlete; and "we" means the Velocity Sports Performance franchisee that owns the facility and is conducting the off-site training session. Signing this agreement entitles the Athlete to participate in Velocity training session either in the facility or off-site. *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. **Waiver and Release.** People regularly suffer injuries while participating in athletic activities, even if the greatest care is exercised. Accordingly, Athletes and their guests may injure themselves while attending or using our facility or participating in any of our activities, programs, or special events. Athletes 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 waive and release all claims you 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 "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 further release the VSP Group from all known or unknown, anticipated or unanticipated, resulting from or arising out of the Athlete's 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 VSP Group. You 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.
2. **Athlete's Physical Fitness**
 - a. You represent that the Athlete 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 Athlete's physical fitness or recommend any activities for the Athlete that is not a substitute for-and does not relieve you from the obligation of-having the Athlete's doctor evaluate the Athlete or recommend appropriate activities for him or her before the Athlete begins a physical exercise program or engages in any activities at our facility.
 - b. The Athlete should be examined by his or her physician before using our facility. If the Athlete has a history of heart disease, the Athlete *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 Athlete must obtain independently from us.
3. **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 Athlete uses any services offered or performed by Licensee, that is a matter solely between the Athlete 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 Athlete 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 or sublessee and sublessor.
4. **Arbitration.** All disputes and legal claims that you and you guests may have with or against any member of the VSP Group must be resolved through binding arbitration conducted by the American Arbitration Association.
5. **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 System, LLC, for any purpose whatsoever. Accordingly, Velocity Sports Performance Franchise System, LLC, has no obligations or liabilities to you under this agreement or otherwise.
6. **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 training sessions and special events and any other matters herein discussed and supersedes any other promises, representations, or understanding 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 constructed 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 rights under this agreement if we delay in enforcing them or fail to enforce such rights.

Athlete's Name: _____ **Signature:** _____

Parent/Guardian's Name : _____ **Signature:** _____

Contact Phone #: _____

E-mail Address: _____