



VELOCITY SPORTS PERFORMANCE Release Agreement for Trial Session or Testing

We permit prospective clients and other members of the general public to visit and use our Velocity Sports PerformanceSM 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. 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. 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 damage 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 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 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 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 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.***
 - 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 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. ***Licenses.*** 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 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.
 6. ***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.
 7. ***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.
 8. ***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 supercedes 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 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 Name: _____ Date of Birth: ____/____/____
Athlete or Parent Signature: _____
Address: _____
Performance Staff: _____
Franchisee Name: _____
Center # _____ Date: _____