



501 W. Fabyan Parkway, Batavia, IL 60510  
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FREE TRIAL  TEAM TRAINING  UPDATING MY RECORDS

DATE \_\_\_\_\_

**CLIENT WAIVER AND RELEASE OF LIABILITY**

Name: \_\_\_\_\_ School \_\_\_\_\_ Grade \_\_\_\_\_ Age \_\_\_\_\_ Sport(s) Played \_\_\_\_\_

Address: \_\_\_\_\_ City \_\_\_\_\_ IL Zip \_\_\_\_\_

E-Mail: \_\_\_\_\_ Home Phone \_\_\_\_\_ Trainee Cell #: \_\_\_\_\_

Parent/Guardian Name(s): \_\_\_\_\_ Parent Cell #: \_\_\_\_\_

Parent E-Mail: \_\_\_\_\_

How did you hear about us? \_\_\_\_\_ Athletic Goals \_\_\_\_\_

This Waiver and Release of Liability by Parent of Athlete ("Waiver and Release") is executed by

\_\_\_\_\_ ("Parent(s)") the parent or legal guardian of \_\_\_\_\_ ("Athlete") in connection with Athlete's participation in certain sports training services provided by PROFORCE TRAINING LLC ("PROFORCE"). Athlete will voluntarily participate in these activities and in connection therewith, Parent and Athlete hereby agree as follows:

**1. Waiver and Release of Liability.**

In consideration of PROFORCE allowing Athlete to participate in certain sports training activities Parent, on behalf of Athlete, and Athlete hereby releases, discharges and covenant not to sue and, indemnify, hold harmless and forever discharge PROFORCE and its members, principals, agents, teachers, employees, volunteers, affiliates, successors and assigns, of and from any and all present or future claims, demands, debts, contracts, expenses, causes of action, lawsuits, damages and liabilities, of every kind and nature, whether known or unknown, in law or equity, that Parent or Athlete ever had or may have, arising from or in any way related to Athlete's participation in any of the events or activities conducted by, on the premises of, or for the benefit of, PROFORCE, including claims resulting from or for negligence, both present and future. This waiver of liability does not apply to any acts of gross negligence, or intentional, willful or wanton misconduct.

**2. Risks and Dangers.**

Parent and Athlete fully understand and agree that the activities that Athlete will participate in are inherently dangerous and may cause serious or grievous injuries, including bodily injury, permanent disability and death, and severe social and economic loss which might result not only from the inherent dangers of the activities, but also from their own actions, inaction or negligence, as well as from the actions, reactions and negligence of others, or the condition of the premises or of any equipment used.

Parent and Athlete agree that Athlete is voluntarily participating in the activities with knowledge of the danger involved and hereby agrees to accept any and all inherent risk of injury, damage and death. Parent and Athlete waive all claims for damages, injuries and death sustained by Athlete or any property, that Parent or Athlete may have against PROFORCE as a result of Athlete's participation in the subject training activities.

**3. Representation of Parent and Athlete.**

Parent and Athlete hereby represent that they have taken all action they deem necessary to determine that Athlete is physically capable of participating in the subject training activities services provided by PROFORCE. Further, Parent and Athlete represent that Athlete is physically capable and has the necessary and requisite skills to participate in all facets of the activities provided by and requested of PROFORCE, except as noted below.

**IF NO LIMITATIONS, LEAVE BLANK**  
INITIAL \_\_\_\_\_

The nature of the activities has been fully disclosed and any flyer, advertisement, or brochure relating to the participating activities is expressly made a part of this WAIVER AND RELEASE. Parent and Athlete further agree and warrant that if at any time they believe conditions to be unsafe, they will immediately exercise parental/guardianship rights and discontinue further participation by ATHLETE in the activity.

**4. Miscellaneous Provisions.**

a. This Waiver and Release contains the entire agreement between the parties, and supercedes any prior written or oral agreements between them concerning the subject matter of this Waiver and Release. The provisions of this Waiver and Release may be waived, altered, amended or repealed, in whole or in part, only upon the prior written consent of all parties.

b. The provision of this Waiver and Release will continue in full force and effect even after the termination of the activities conducted by, on the premises of, or for the benefit of, PROFORCE whether by agreement, by operation of law, or otherwise.

Parent and Athlete have read, understand and fully agree to the terms of this Waiver and Release. Parent and Athlete understand and confirm that by signing this Waiver and Release Parent and Athlete have given up considerable future legal rights. Parent and Athlete have signed this Agreement freely, voluntarily, under no duress or threat of duress, without inducement, promise or guarantee being communicated to me. Parent and Athlete acknowledge that they had a full opportunity to have an attorney of their choice review this document with them and to fully explain to them the full meaning of this waiver and release and that by signing this waiver and release they are representing that they fully understand it. Each signature is proof of intention to execute a complete and unconditional Waiver and Release of all liability to the full extent of the law.


**5. Medical Conditions.**

ATHLETE is subject to the following **allergies or medical conditions**, and I authorize PROFORCE to disclose these conditions to a physician or other medical professional in the event said ATHLETE should require emergency medical care: **Prohibited Activities:** As a result of the above-mentioned medical conditions, I, on behalf of said ATHLETE, am prohibiting involvements in the following specific activities: LIST HERE. IF NONE, LEAVE BLANK

**\*\*\*\*\*PLEASE SIGN WAIVER ON THE BACK\*\*\*\*\***

I understand the appointments will begin and end as scheduled. I acknowledge that any delays to the start of an appointment (caused by me) will not be a cause to extend provided service beyond the remainder of the scheduled time. I will not expect or ask my trainer to run overtime. I understand that if I am fifteen (15) minutes or more late, my session can be cancelled and I will be charged for that session. I understand that sessions will run approximately one hour unless otherwise stated. I acknowledge that a delay to a scheduled session cannot change the session status to anything else except a whole session. I understand that there are no half or split sessions because of any delay. I (we) acknowledge that members are receiving services for which Proforce must pay expenses on each session. Therefore, I (we) agree to pay for sessions in advance and that Proforce reserves the right, and I (we) authorize Proforce to suspend services until payment for those services is paid in full by the member.

I grant ProForce Training LLC the unrestricted right to use and publish videos and photography of me, for PR, promotional use, editorial, trade, advertising for ProForce and ProForce projects, books, lecture slide show and website in any manner and medium. I hereby warrant that I am of full age and have the right to contract in my name. In the case of a minor, I warrant that I have every right to contract for the minor. I hereby release ProForce Training and assignees from all claims and liability relating to said photographs and videos. I hereby release ProForce Training and assignees from all claims and liability relating to said paragraph.

 Athlete Signature \_\_\_\_\_ Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_  
Parent/Guardian Signature \_\_\_\_\_ Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

**FOR OFFICE USE**

**PROFORCE TRAINING PAYMENT AGREEMENT**

I understand that all ProForce registered members must be enrolled in our autobill program and participation requires a valid credit card on file authorized to be charged monthly. Should payment not be provided later and/or the credit card on file be expired or declined, a \$20 late fee will be assessed. Refunds and credits will be processed under the discretion of management only for a long term illness or injury that would prevent a participant from completing the sessions purchased and must be accompanied by a doctor's note. I agree to notify ProForce promptly should any of these situations arise. **Account may be frozen and credits used at a later date for a fee of \$50 upon your return. If I decide to cancel for any other reason, I understand I must pay the discounted balance for the remaining months of my contract.** Members will not incur any penalties for classes canceled by ProForce. To qualify for a membership cancellation from ProForce Training LLC, members are required to give written notice at least one week prior to the beginning of a new membership term.

**I (we) hereby authorize ProForce Training LLC to initiate debit entries to my (our) guaranteed credit card account on file as specified:**

**REGISTRATION FEE \$**

One time **Adult** registration fee (per adult, non-refundable) \$60 includes 1 HOUR session for functional testing, set goals and personal training.  
One time **Youth** registration fee (per youth, non-refundable) \$30

**START DATE** \_\_\_\_/\_\_\_\_/\_\_\_\_

**AMOUNT CHARGED TODAY:** \_\_\_\_\_

**NO END DATE DESIGNATED**

*(Registration fee plus first month)*

I will be charged automatically until **WRITTEN** notice is given by athlete/parent/guardian

**AMOUNT CHARGED**

**END DATE** \_\_\_\_/\_\_\_\_/\_\_\_\_

**ON A MONTHLY BASIS**

**ONE TIME CHARGE**

**PROGRAM** \_\_\_\_\_

**OTHER** \_\_\_\_\_

**TEAM (IF APPLICABLE)** \_\_\_\_\_

Family discount = 5% off if 2 family members of the same household

10% off if 3 or more members of the same household (across youth and adults) of the total membership package as long all members are active

CLIENT ACKNOWLEDGES AND AGREES THAT THE CLIENT AND PARENT/GUARDIAN HAS READ, UNDERSTANDS, AND ACCEPTS THE PROVISIONS HEREOF. **SIGNATURE(S) INDICATES UNDERSTANDING AND AGREEMENT WITH THIS CONTRACT. THE PARTY RESPONSIBLE FOR PAYMENT OF THE CONTRACT MUST SIGN BELOW.**

 **SIGNATURE (FOR PAYMENT)** \_\_\_\_\_ **DATE** \_\_\_\_\_