



501 W. Fabyan Parkway, Batavia, IL 60510  
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DATE \_\_\_\_\_

### CLIENT WAIVER AND RELEASE OF LIABILITY

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

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

E-Mail: \_\_\_\_\_ 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 includes any activity done on PROFORCE property during open gym hours when a trainer is not present. 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. This includes any activity done on PROFORCE property during open gym hours when a trainer is not present.

**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. This includes any activity done on PROFORCE property during open gym hours when a trainer is not present.

**IF NO LIMITATIONS, LEAVE BLANK**

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

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 Signature \_\_\_\_\_ Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_