



WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

1. There are certain inherent risks associated with participating in sports and/or athletic training that cannot be eliminated. These risks include, but are not limited to: (1) minor injuries such as scratches, cuts, bruises and strains; and (2) major injuries such as injuries to the eyes, loss of sight, joint injuries, back injuries, broken bones, heart attacks, concussions and other head injuries, paralysis and even death. Also included in these risks are the same or similar injuries that might result from using training equipment, actual use of a field or training facilities, warm up or cool down activities, travel to or from the training facility, and/or the acts of others or from the unavailability of emergency staff or emergency medical care and/or equipment (hereinafter we shall define all of these risks and potential injuries as "Risks"). All of these Risks will be present in the activities that you and/or your minor will be participating in/with/while at Norcross Sports Training Academy, LLC and their related independent contractors (the "Activities").

2. **HAVING READ THIS PARAGRAPH** and having an appreciation for and an **UNDERSTANDING OF THESE RISKS**, I hereby affirm that my and my minor's participation in these Activities is voluntary and that I agree on behalf of myself and my minor to all of the following, at any time that I or my minor is present at the facilities of NSTA :

3. **ASSUMPTION OF RISK:** I, on behalf of myself and/or my minor, **ASSUME ALL OF THE RISKS THAT MAY OR CAN ARISE OUT OF PARTICIPATING IN THE ACTIVITIES, INCLUDING BUT NOT LIMITED TO THE ATHLETIC ACTIVITY ITSELF, USE OF THE EQUIPMENT, FIELD OR FACILITY, THE ACTS OF OTHERS INCLUDING ANY INDEPENDENT CONTRACTORS, OF THE UNAVAILABILITY OF EMERGENCY CARE OR EQUIPMENT**, as well as those Risks described in the preceding paragraph.

4. **INDEMNITY/HOLD HARMLESS:** I, on behalf of myself and/or my minor and/or our heirs, personal representatives and/or assigns, also agree to indemnify and hold Norcross Sports Training Academy, LLC., as well as their affiliates, parents, subsidiaries, assigns, partners, attorneys, members, employees, independent contractors, shareholders, officers, directors, investors, or other related party, ("NSTA") harmless from any and all claims, causes of actions, lawsuits, arbitrations, or proceedings as well as from any expenses, judgments, costs, fees, damages, expenses and/or liabilities, including attorneys' fees incurred in defending or prosecuting any such claims brought against NSTA as the result of my or my minor's participation in the Activities.

5. **RELEASE/WAIVER:** In consideration for being permitted to participate in the Activities, I, on behalf of myself and/or my minor and/or our heirs, personal representatives and assigns **HEREBY RELEASE, WAIVE AND DISCHARGE** NSTA from any and all liability associated with or related to my or my minor's participation in the Activities and agree **NOT TO SUE** NSTA for any reason resulting from or associated with my or my minor's participation in the Activities. This waiver and release is intended to include all claims for injuries, accidents, illnesses, or property loss, whether known or unknown or anticipated or unanticipated, which are in any way related to or associated with the Activities.



6. **MEDICAL CARE:** In the event of any emergency, I, on behalf of myself and my minor, authorize NSTA to secure from any licensed hospital, physician and/or medical personnel any treatment deemed necessary for my or my minor's immediate care and agree that I, on behalf of myself, will be responsible for payment of any and all medical services rendered.

7. **PHYSICALLY ABLE:** I, on behalf of myself and my minor, have been advised by NSTA to consult with a physician before I or my minor undertake sports training or athletic activity at NSTA and I, on behalf of myself, certify that my minor is in good health and sufficient physical condition to properly use the facilities of NSTA;

8. **RULES AND REGULATIONS:** I, on behalf of myself and/or my minor have been advised of and provided a copy of the rules and regulations of the NSTA, and will follow all instructions regarding the proper use of any equipment that my minor will use for training and that I and/or my minor will at all times follow and comply with instructions of NSTA staff and/or its independent contractors;

9. **PACKAGE AND BILLING POLICIES:** I, on behalf of myself and/or my minor, understand that any session or reservation that is not cancelled or rescheduled at least 24 hours in advance will be charged to me. I also understand that all packages expire 6 months from the date of purchase and any and all sessions remaining after the six month period will be deemed expired and not usable nor will a refund be given.

10. **LEGAL RIGHTS:** I, on behalf of myself of myself and/or my minor, understand and acknowledge that NSTA that I/we are surrendering valuable legal rights in this agreement.

11. **SEVERABILITY:** I, on behalf of myself and/or my minor, understand and expressly agree that this agreement is intended to be as broad and inclusive as permitted by the law of the State of Georgia and that if any portion of this agreement is held invalid, it is agreed that the balance of the agreement shall continue in full force and effect and that whatever portion is held invalid shall be interpreted and construed to afford as much protection to NSTA as permitted by the applicable law.

THE UNDERSIGNED HAVE READ THE ABOVE WAIVER AND RELEASE, UNDERSTAND THAT THEY HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT VOLUNTARILY AND INTENDING TO BE LEGALLY BOUND,

Date: _____

By: _____

Name: _____
(Child/Participant)

Name: _____
(Parent)



Client Profile

Name: First _____
Last _____
Address: Street _____
City, state, zip _____

Gender: (Circle one) M or F

Date of birth: mm/dd/year _____

Home phone () - Mobile () -
Emergency contact () -

Email: _____

Parent's name if under the age of 18: _____

Are you with a: (Circle one) Team Individual

If with a Team, list Team name _____

Circle the type of Training requested:

Baseball Softball Overall Fitness Mobility Speed
Agility Strength Conditioning Other: _____

Requested Trainer (if known): _____

Circle the email notifications that you would like to receive:

Session reminders Special Events Discounts

Medical conditions that we need to be made aware of:

How did you hear about us?

