



PARTICIPANT'S NAME: _____

ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____

ATHLETE PHONE: (____) _____ E-MAIL: _____

PARENT/GUARDIAN/EMERGENCY CONTACT: _____ CONTACT PHONE: (____) _____

REFERRED BY: _____ SCHOOL: _____ SPORT(S): _____

DOB: ____/____/____ CLUB TEAM: _____ FAVORITE ATHLETE / TEAM: _____

Waiver and Release. You (Buyer, Client, parent, spouse, or guest, as applicable) agree that if you engage in any physical exercise or activity or use any facility on a clubs premises, you do so at your own risk. This includes, without limitation, your use of equipment, locker room, showers, parking area, or sidewalk and your participation in any activity, class, program, personal training or other instruction now or in the future made available. You agree that you - or the individual(s) you are signing for - are voluntarily participating in these activities and using the equipment and facilities and assuming all risk of injury or your contraction of any illness or medical condition that might result there from or any damage, loss or theft of any personal property. You agree on behalf of yourself (and your personal representatives, heirs, executors, spouse, administrators, agents, assigns or others) to release and discharge us (and our affiliates, employees, agents, representative, successors and assigns) from any and all claims or causes of action arising out of our negligence. This waiver and Release of all liability includes, without limitation , injuries which may occur as a result of (a) your use of any facility or its improper maintenance, (b) your use of any exercise equipment which may malfunction or break, (c) our improper maintenance of any exercise equipment, (d) our negligent instruction or supervision, (e) our negligent hiring or negligent retention of any employee, (f) loss of consortium or (g) your slipping and falling while in the company of any affiliates, employees, agents, representative, successors, and assigns. You have acknowledged that you have carefully read this waiver and release and fully understand that it is a release of all liability. In addition, you do hereby waive any right that you may have, by or on behalf of yourself, your spouse or any child (Minor or otherwise), to bring a legal action or assert a claim for injury or loss of any kind against us for our negligence or arising out of or relation to participation by you, your spouse or child in any of the activities, or use of the equipment, facilities or services we provide as described in this paragraph, or on account of any illness or accident, or damage to or loss of you personal property.

DST is NOT liable for any choices you make outside the facilities including, but not limited to: (a) physical training, (b) nutritional or supplemental programs, (c) foreign substances, prescribed or otherwise obtained, or (d) any unsupervised activity related or unrelated to DST.

- 1. **Client's responsibilities as to entering physical activity:** You (Buyer, each Client and all guests) should consult with your physician in all events, including a history of heart disease, before using our personal Training services. You understand and acknowledge that we have no expertise in diagnosing, examining or treating any medical condition. You agree you will not use our services with any medical condition, including open cuts, abrasions, sores, infections, maladies or inability to maintain personal hygiene, if such condition poses a direct threat to the health or safety of yourself or others, and agree you will use the services in accordance with all applicable public health requirements. It is your responsibility to consult with you physician to determine if any of these medical conditions exists and, if so, whether such condition poses a direct threat to the health or safety of yourself or others. The company reserves the right to make the final determination in this regard.

_____ (Initials)

- 2. **Medical Issues:** If there are any medical issues including current therapies or restrictions from you participating in physical activity it is your "the client" responsibility to contact DST Performance Enhancement at: 713-899-2114 to discuss further participation within the workout program.

_____ (Initials)

- 3. **Billing Agreement:** Athletes who have not paid in a timely manner (within 7 days of scheduled billing according to the attached training agreement) will be contacted by a member of DST via e-mail and/or phone call to inform them of their status. Athletes who have not paid their balance by the next billing period (1 month from original payment due) will have their account suspended. The athlete will not be able to train until their full balance has been paid. After a period of 6 months, any outstanding balance will be turned over to a collection agency. This includes any and all cancellation fees, penalties, etc. pursuant to the attached training agreement

_____ (Initials)

4. **Media Release:** I willingly give permission to DST to use my name and likeness (including videos, pictures, and edited images) for their internal use and marketing/advertising purposes (including, but not limited to: social media, website, print, and other forms of media). I understand that I will not be financially, or otherwise compensated unless agreed upon by both parties. DST will adhere to all NCAA and other amateur athlete guidelines.

_____ **(Initials)**

5. **Cancellation Terms:** If the client wishes to terminate their Training Agreement before the term is complete, the client must give notice of no less than 30 days. The client will also be responsible to pay the difference between the package discount rate and the standard monthly rate for all months trained and an additional \$150 cancellation fee.

(i.e. If the client signs up for the Full School Year package at \$225/month, but cancels 3 months into the agreement, the client will be charged the difference for 3 months of month-to-month training (\$75 each month) plus a \$150 cancellation penalty of \$150 for a total of \$375)

_____ **(Initials)**

6. **Payment Policy:** DST will accept all major credit cards, cash, or personal/business check as payment. All members who sign up for a membership package *must* keep a credit card on file unless the package is paid for in full at the beginning of the agreement. Monthly payments may still be paid using other forms of payment, but the prompt payment is the sole responsibility of the client. If payment has not been received within one business week (5 business days) of the agreed payment date, the card on file will be automatically billed.

_____ **(Initials)**

Signature of Client / Parent (if under 18 y/o)

Date