

PARTICIPANT'S REPRESENTATIONS, EXPRESS ASSUMPTION OF ALL RISKS & RELEASE OF LIABILITY AGREEMENT FOR OAK RIDGE HIGH SCHOOL PERFORMANCE TRAINING CENTER

Purpose of This Binding Agreement

By signing this document, "You," the undersigned, sometimes also referred to as "User" or "I," agree that you have read the document and agree to release and hold Oak Ridge High School, Oak Ridge High School Community Foundation, El Dorado Union High School District and Mini's House of Pain Inc., and their respective agents, assignees, heirs and affiliates (collectively "Releasee" or "We") harmless from, and assume all responsibility for, all claims, demands, injuries, damages, actions or causes of action to persons or property, arising out of or connected with your use of the Performance Training Center ("PTC") premises, or services offered at Oak Ridge High School PTC at 1120 Harvard Way, El Dorado Hills, CA 95762, or other such locations as used by Releasee including off-site training locations utilized on an ad hoc basis. The agreement and release is for the benefit of the Releasee, its employees, agents, independent contractors, other users of the PTC and all persons on the PTC's premises. This agreement includes your release and indemnification of these persons from responsibility for injury, damage, or death to yourself because of those acts or omissions claimed to be related to the ordinary negligence of these persons. This agreement also includes your representations as to important matters that the Releasee will rely upon.

A. Representations

The undersigned, "You," represent: (a) that you understand that use of the PTC, equipment, services and programs includes an inherent risk of injury to persons and property; (b) that you are in good physical condition and have no disabilities, illnesses, or other conditions that could prevent you from exercising and using the PTC's equipment without injuring yourself or others, or impairing your health; and (c) that you have consulted a physician concerning an exercise program that will not risk injury to yourself or impairment of your health. Such risk of injury includes, but is not limited to, injuries arising from or relating to use by you or others of exercise equipment and machines, locker rooms, shower and other wet areas, and other PTC facilities; injuries arising from or relating to participation by you or others in supervised or unsupervised activities or programs through the PTC; injuries and medical disorders arising from or relating to use of the PTC including heart attacks, sudden cardiac arrests, strokes, heat stress, sprains, strains, broken bones, and torn muscles, tendons, and ligaments, among others; and accidental injuries occurring anywhere in or around the PTC including lobbies, hallways, exercise areas, bathrooms, outside walkways and parking areas. Accidental injuries include those caused by you, those caused by other persons, and those of a "slip-and-fall" nature. If you have any special exercise requirements or limitations, you agree to disclose them in writing to the Releasee before using the PTC; and when seeking help in establishing an exercise program, you hereby agree that all exercise and use of the PTC facilities, services, programs, and premises are undertaken by you at your sole risk.

You do hereby further declare yourself to be physically sound and suffering from no condition, impairment, disease, infirmity, or other illness that would prevent your participation or use of equipment or machinery except as hereinafter stated. You do hereby acknowledge that you have been informed of the need for a physician's approval for your participation in an exercise/fitness activity or in the use of exercise equipment and machinery. You also acknowledge that it has been recommended that you have a yearly or more frequent physical examination and consultation with your physician as to physical activity, exercise, and use of exercise and training equipment so that you might have his recommendations concerning these fitness activities and equipment use. You acknowledge either that you have had a physical examination and have been given your physician's permission to participate, or that you have decided to participate in activity and use of equipment and machinery without the approval of your physician and do hereby assume all responsibility for your participation and activities, and utilization of equipment and machinery in your activities.

You are not permitted to use the PTC during non-supervised hours. You realize that if you use the PTC during non-supervised hours, any emergency response to you in the event of need for same may be impossible or delayed. You realize that a delay in the provision of first aid and/or emergency response may result in greater injury and disability to you and may cause or contribute to your death. You will not operate any training or exercise equipment without a conditioning coach in proximity at all times.

B. Express Assumption of All Risks

You have represented to us and acknowledged that you understand and appreciate all of the risks associated with your participation in various activities at the PTC and in the use of equipment, including the risks of injury, disability, and death. Knowing and appreciating all of these risks and enhanced risks, you have knowingly and intelligently determined to expressly assume all risks associated with all of your activities and use of equipment at the PTC.

You understand and are aware that strength, flexibility and aerobic exercise, including the use of equipment, is a potentially hazardous activity. You also understand that fitness activities involve the risk of injury and even death, and that you are voluntarily participating in these activities and using equipment and machinery with knowledge of the dangers involved. We have also reviewed the risks with you on the date when you signed this Agreement and answered any questions that you may have had. You hereby agree to expressly assume and accept any and all risks of injury or death including those related to your use of or presence at the PTC, your use of equipment, and your participation in activity, including those risks related to the ordinary negligence of those released by this Agreement and including all claims related to ordinary negligence in the selection, purchase, setup, maintenance, instruction as to use, and use and/or supervision of use, if any, associated with all equipment and facilities.

C. Agreement and Release of Liability

In consideration of being allowed to participate in the activities and programs of the PTC and to use its equipment and machinery in addition to the payment of any fee or charge, you do hereby waive, release, and forever discharge the Releasee and their directors, officers, agents, employees, representatives, successors and assigns, administrators, executors, and all others from any and all responsibilities or liability from injuries or damages resulting from your participation in any activities or your use of equipment/facilities or machinery in the above-mentioned activities. You do also hereby release all of those mentioned and any others acting upon their behalf from any responsibility or liability for any injury or damage to yourself, including those caused by the negligent act or omission of any of those mentioned or others acting on their behalf or in any way arising out of or connected with your participation in any activities of the PTC. This provision shall apply to ordinary acts of negligence but shall not apply to gross acts/omissions of negligence, willful or wanton acts/omissions, or those of an intentional/criminal nature.

D. Off-Site Special Events

From time to time, the PTC offers special events held outside of the PTC Facilities such as speed, agility and conditioning on the fields. By participating in those Off-Site Special Events, you hereby waive, release, hold harmless and forever discharge the Releasee and any promoting organizations, property owners, law enforcement agencies or other public entities, special districts and properties, and their respective agents, officials and employees from any and all responsibilities or liability from injuries or damages resulting from your participation in any activities you engage in during the Off-Site Special Event. This provision shall apply to ordinary acts of negligence but shall not apply to gross acts/omissions of negligence, willful or wanton acts/omissions, or those of an intentional/criminal nature. Off site instruction and training services arranged by you with an independent instructor or trainer is at the sole direction and responsibility of you and Releasee takes no responsibility for accidents, injuries or death from said activities and shall have no duty or obligation to monitor said activities..

E. Loss or Theft of Property

The Releasee are not responsible for lost or stolen articles. You should keep any valuables with you at all times while using the facilities. Storage space or lockers do not always protect valuables. Consequently, by executing this Agreement and any accompanying documents, you do hereby agree to assume all responsibility for your own property and that of any dependent(s) and to insure that property against risk of loss as you see fit. By the execution hereof, you expressly, on behalf of yourself and any dependents, do hereby knowingly agree to forego, waive, release, and prospectively give up any right to institute any claim or action against the Releasee relating to lost or stolen property, including property lost or stolen due to the negligent act or omission of the Releasee.

F. Payment & Termination

You have agreed to a monthly payment of \$75 (check only). All payments are due on the 1st day of each month. Payments made after the 5th day of the month are subject to a \$10 late fee. PTC privileges will be suspended if the monthly payment (plus applicable late charges) are not received by the 5th day of each month. Those individuals who are persistently late in paying fees will be asked to leave the PTC until their account is current.

G. Modifications, Waiver & Severability

This agreement may not be modified orally. A waiver of any provisions of this Agreement shall not be construed as a waiver of any other provision herein or as consent to any subsequent waiver or modification. This Agreement shall be interpreted according to the laws of the State of California. If any part of this Agreement should ever be determined by a court of final jurisdiction to be invalid, the remaining portions hereof shall be deemed to be valid and enforceable.

Acknowledgment

I have read and received a complete copy of this Agreement and its Exhibits referring to my medical condition and Performance Training Center Guidelines and have been apprised of any Rules and Regulations of the Gym, which are incorporated herein by reference. I agree to be bound by the terms and conditions of this Agreement and the Performance Training Center Guidelines, as they exist or may be amended from time to time hereafter. This Agreement shall be binding upon me, my heirs, my estate, my executors, my administrators, and my successors and/or assigns, I realize that this Agreement is designed to prevent me and/or them from filing any personal injury or other lawsuit based upon ordinary negligence, including negligent battery, or even negligent wrongful death, loss of consortium, or any other similar lawsuit arising out of any injury to me which I or they may possess hereafter.

The undersigned, on behalf of myself and my heirs, executors, administrators, successors, and assigns hereby agree to indemnify the PTC and all those hereby released and to hold them absolutely harmless, including attorneys' fees and litigation expenses (specifically including Releasee' attorney's fees and litigation expenses reasonably necessary to successfully enforce this indemnification provision) if anyone, including the undersigned, should hereafter file suit against the PTC or those released hereby for any matter intended to be released by this Agreement, including claims based upon ordinary negligence such as but not limited to personal injury, wrongful death, loss of consortium, or other similar actions.

Participant's Name: _____ DOB: _____

Address: _____ Cell Phone: _____

Team Sport: _____ Home Phone: _____

Emergency Contact Name: _____ Emergency Phone: _____

Signature of Participant: _____
Date

Email: _____

Signature of Parent or Legal Guardian:

Parent/Guardian Name:

Date

Name Printed

Email: _____

EXHIBIT "A"

Describe in Detail Medical Conditions & Medications:

List Your Expectations:

EXHIBIT "B"

PTC participation cost in 2014 is \$75 per month paid by check or \$80 by PayPal. Fees are due the first of the month with a \$10 late charge if paid after the 5th of the month. One month minimum fee, no refunds should athlete elect not to participate for the entire month.

Completed forms/checks mailed to:

ORHS Foundation PTC
1120 Harvard Way
El Dorado Hills, CA 95762

Performance Training Center Rules

1. Don't be late!
2. Use of performance enhancing drugs are not permitted at any time.
3. Before participation, athletes must be medically checked and undergo an orientation on common risk inherent in strength training.
4. All participants must report to the sign-in desk to sign liability forms and sign in.
5. Glass bottles, cans, alcohol, drugs and banned substances are not allowed in the facility.
6. No video photography or photographs of any kind are allowed.
7. The PTC and/or its representatives are not responsible for lost or stolen items or the user's personal belongings.
8. Wear proper training attire:
 - Athlete's: compression and athletic shorts, clean shirts (no cut-offs) and athletic shoes
 - No jewelry or strong perfumes.
 - You will be asked to leave by the Trainer if not dressed appropriately.
9. Communicate any injuries to the coach so movements can be modified or avoided.
10. Immediately report any facility-related injury, facility/equipment irregularities or inappropriate behavior to the strength coach.
11. Show respect to the facility, trainers, other athletes and equipment at all times. Spitting or defacing the facility will result in "immediate removal"
12. The strength coaches have the final authority over the facility conduct and equipment and may expel anyone from the facility for failure to follow instructions.
13. The facility requires concentration. No horseplay, loud music, headsets or texting are allowed. Offensive language or temper tantrums will result in immediate removal.
14. Athletes must put their papers back in the binders.
15. Use weight collars once you have more than one weight plate on the end of a bar.
16. Use/Ask for a spotter when necessary.
17. Never throw or drop the weights or dumbbells.
18. Move weight plates from the racks and back only. Never set weight plates on the floor or lean them against walls or equipment.
19. Return all dumbbells to the rack in the proper order.
20. Minimize chalk and powder on the floors and clean up your spills.
21. Wipe down your equipment after each use.
22. Immediately fill out an incident/accident report (located in the PTC) detailing improper behavior or an injury. This document will be emailed to: swhite@eduhd.
23. Student must observe and abide by all posted facility Emergency procedures and in response to verbal direction by facility personnel, trainers and public safety officials.
24. Releasee shall not be responsible in any way for the transportation to or from the PTC.