



PROACTIVE
SPORTS PERFORMANCE

Client's Name:

Client's Cell number:

Client's Email:
(Only if over the age of 18)

Please complete if Client is under the age of 18:

Parent's Name:
(Legal Guardian if applicable)

Parent's Cell Number:
(Legal Guardian if applicable)

Parent's Email:
(Legal Guardian if applicable)

Please complete if over the age of 18:

Emergency Contact:

Contact Phone #:

Person responsible for payment:
Billing Address:

Client's Signature:

Date:

PROACTIVE SPORTS PERFORMANCE, LLC PAYMENT AGREEMENT

I agree that any cancelled appointments made without 24 hours notice or a "no-show" appointment will result in a full charge for that session. I understand that there are no make-up sessions in either of these two cases; nor are there individual make-up sessions for group training. I further understand that Proactive Sports Performance LLC reserves the right to rotate and assign Performance Coaches as necessary.

I clearly understand that all services rendered to me are charged directly to me and that I am personally responsible for payment. I agree that if I suspend or terminate my training sessions, the fees for professional services rendered to me will be immediately due and payable within thirty days. I understand that all training sessions are non-transferable, non-refundable, and expire upon the scheduled completion date.

WAIVER AND RELEASE, ASSUMPTION OF RISK AGREEMENT AND PARENTAL INDEMNIFICATION AGREEMENT

In consideration of me being permitted to participate in any way in Proactive Sports Performance, LLC's Strength and Conditioning Activities (the "Activity"), I hereby acknowledge and agree that:

1. I understand the nature, degree, and inherent danger of strength & conditioning training and believe I am qualified to participate in such Activity. I further acknowledge that I am aware the activity will be conducted at a training facility during the Activity. I further agree and warrant that if at any time I believe conditions to be unsafe, I will immediately discontinue further participation in the Activity.
2. I FULLY UNDERSTAND, ACKNOWLEDGE, and AGREE that: (a) Strength & Conditioning Activities involve risks and dangers of **SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS AND DEATH** ("Risks"); (b) these Risks and dangers may be caused by my own actions or inactions, the actions or inactions of others participating in the Activity, the conditions in which the Activity takes place, or THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW; (c) there may be other risks and social and economic losses either not known to me or not readily foreseeable at this time; and I **FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES** incurred as a result of my Participation in the Activity.
3. I **HEREBY RELEASE, DISCHARGE, COVENANT NOT TO SUE, AND AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS** Proactive Sports Performance LLC and Ryan Capretta, any respective administrators, directors, agents, officers, volunteers, and employees, other participants, any sponsors, advertisers, and if applicable, owners and lessors of premises on which the Activity takes place (each considered one of the "Releasees" herein) from all liability, claims, demands, losses, or damages on my account caused or alleged to be caused during the Activity or caused or alleged to be caused in whole or in part by the actual or alleged negligence of the "Releasees" or otherwise, including actual or alleged negligent rescue operations and further agree that if, despite this release, I, or anyone on my behalf makes a claim against any of the Releasees named above, I **WILL INDEMNIFY, SAVE AND HOLD HARMLESS EACH OF THE RELEASEES FROM ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS LIABILITY, DAMAGE OR ANY OTHER COSTS THAT THE RELEASEES MAY INCUR AS THE RESULT OF ANY SUCH CLAIM.**

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND IT'S TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ANY AND ALL LIABILITY FOR PROACTIVE SPORTS PERFORMANCE, LLC AND RYAN CAPRETTO TO THE GREATEST EXTENT ALLOWED BY CALIFORNIA LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THAT THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

Printed Name of Participant

Signature of Participant

Date

PARENTAL CONSENT AND INDEMNIFICATION AGREEMENT

I, the minor's parent and/or legal guardian, have read the agreement, fully understand its terms and have signed it without any inducement or assurance of any nature. I understand the nature, degree and inherent danger of the above referenced Activity, attest to the minor's experience and capabilities, and believe the minor to be qualified to participate in such "activity". I hereby acknowledge and agree to the terms of this agreement and authorize the minor to participate in the Activity. Furthermore, I intend the agreement to be an unconditional release of any and all liability for Proactive Sports Performance, LLC and Ryan Capretta to the greatest extent allowed by California law.

I hereby release, discharge, covenant not to sue and AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS each of the Releasees from all liability, claims, demands, losses, or damages on the minor's account caused or alleged to have been caused in whole or in part by the actual or alleged negligence of the Releasees or otherwise, including actual or alleged negligent rescue operations, and further agree that if, despite this release, I, the minor, or anyone on the minor's behalf makes a claims against any of the above Releasees, I **WILL INDEMNIFY, SAVE AND HOLD HARMLESS** each of the Releasees from any litigation expenses, attorney fees, loss liability, damage, or any other cost any Releasees may incur as the result of any such claim.

Printed Name of Parent/Guardian

Signature of Parent/Guardian

Date