



**D1 Sports Training
7242 Bailey Cove Rd SE,
Huntsville, AL 35802**

**Phone: (256) 701 4581
email: mtgahsv@gmail.com**

Thank you for your interest in Merino Trampoline Gymnastics Academy, LLC. Attached are the documents that we need to have completed, signed and returned. The forms are double sided, and if possible, would be best signed by both parents. If you have not already been shown the calendar, it is briefly noted below. The forms include: Registration Form, Liability Waiver, Financial Agreement and this Informational sheet.

Our classes work in Sessions of 8 weeks; you can find the detailed weeks/days of each session on our calendar.

Communication: Our main form of communication is via e-mail. In order for our student athletes and parents to be informed...we **MUST** have an active email address. If you do not check the email address for which you have provided us, you may miss out on important information (closing due to weather, session sign-up, etc).

Calendar: All emergency days recognized by Huntsville City Schools will also be kept by Merino Trampoline Gymnastics Academy, LLC.

	<u>Fall-Spring Calendar</u>	<u>Summer Calendar</u>
Classes Begin	August 7th, 2017	May 28th, 2018
Thanksgiving	November 20th-24th	
Christmas & Winter Break	December 20th- January 2nd	
Spring Break	March 26th-30th	
Independence Day & Summer Break		July 2nd-6th
Last Day	May 25th	July 27th

Evaluations: Evaluations will be performed every 6th week of each session, and the result of that evaluation will allow you to enroll your child either on the same class or next level class for the next session. Our goal is to provide a uniform learning experience for all ranges of ability by trying to keep children with similar levels of ability in the same classes.

Dress Code:

- Girls wear leotards. Formfitting t-shirts and wind shorts may be worn.
- Boys wear t-shirts (tucked in) and shorts. Boy's leotards with shorts may also be worn.
- Hair must be tied in a ponytail with a hair tight. **Please do not wear clips or bobby pins.**
- No jewelry is to be worn to class. Merino Trampoline Gymnastics Academy LLC is not responsible for lost or stolen items.

Rules of Conduct:

- All students 8 years of age or under must be accompanied by an adult to class. You may not drop your child off in the parking lot.
- For students 4 years old or younger, a parent/guardian must remain for the duration of the class.
- All students should arrive 5-10 minutes prior to the beginning of their class.
- **Only athletes and coaches are allowed on the floor.** Please notify the office if there is a message you would like to transmit to the coaches or your child.

Please circle all options that apply

T&T Level 1&2
(5+ Years Old)

T&T Level 3
(6+ Years Old)

T&T Advanced
(6+ Years Old)

Tiny Tumblers
(3-4 Years Old)

T&T BOYS (All Levels)
(5+ Years Old)

Tumbling
(8+ Years Old)

Homeschool (All Levels)
(5+ Years Old)

T&T Co Ed (All levels)
(5+ Years Old)

Registration Fee (non-refundable):	<u>1 child</u>	<u>2 children</u>	<u>3 children or more</u>
Session 1-5 + Summer (per child):	\$40.00	\$20.00	\$20.00
Summer Session only (per child):	\$15.00	\$15.00	\$15.00

Tuition Fee:	<u>1 child</u>	<u>2 children</u>	<u>3 children or more</u>
1 hour / week / 8 weeks	\$130.00	\$117.00	\$104.00
2 hours / week / 8 weeks	\$220.00	\$198.00	\$176.00
3 hours / week / 8 weeks	\$310.00	\$279.00	\$248.00
4 hours / week / 8 weeks	\$400.00	\$360.00	\$320.00

Please specify the day and time of the classes you have chosen

Day of Week : _____	Time: _____
Day of Week : _____	Time: _____
Day of Week : _____	Time: _____
Day of Week : _____	Time: _____

- No monthly statements are sent; however, tuition is due before the start of each session.
- Cash payments are not accepted. Payment can only be done by Credit Card (3% fee applies) or Checks.
 - Checks can either be delivered or mailed to the address listed above.
 - Please indicate the student’s first and last name in the memo section of all checks, along with the reason (i.e. January tuition for John Doe).
- If tuition is not paid by first class of session your child will not be allowed to participate in their class until payment is made.
- There will be a \$25.00 charge for all NSF checks.
- Multi-child discount: 10% off tuition for two or more children currently enrolled in classes.
- **There is NO DISCOUNT, CREDIT OR REFUND for classes missed after enrollment. Tuition fees reserve a space in a class for your child for a given class/session. Classes cannot be used at your discretion.**

- Make-up classes are allowed. Parents must call the office before their child’s original class is missed, in order to schedule a make-up class. **Forgetting about class does not qualify for a make-up.** There will be a maximum of 2 make up classes per session allowed unless previously discussed with your coach.
- A two week notice before the end of the month is **required** for those discontinuing.
 - **If a two-week notice is not given, tuition for the following month will be charged.**
- **Student must finish through May in order to secure a spot in August.**

Payment is due at ENROLLMENT. A student is not officially enrolled in a class/session until payment is received.

I have read and understand this policy statement and agree to abide by these rules.

Printed Name of Parent/Guardian 1	Signature of Parent/Guardian 1	Date
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Printed Name of Parent/Guardian 2	Signature of Parent/Guardian 2	Date
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Merino Trampoline Gymnastics Academy

2017-2018 Calendar

2017

2018

AUGUST						
S	M	T	W	T	F	S
		1	2	3	4	5
W1	6	7	8	9	10	11
W2	13	14	15	16	17	18
W3	20	21	22	23	24	25
W4	27	28	29	30	31	

SEPTEMBER						
S	M	T	W	T	F	S
					1	2
W4	3	4	5	6	7	8
W5	10	11	12	13	14	15
W6	17	18	19	20	21	22
W7	24	25	26	27	28	29
W8						

OCTOBER						
S	M	T	W	T	F	S
W1	1	2	3	4	5	6
W2	8	9	10	11	12	13
W3	15	16	17	18	19	20
W4	22	23	24	25	26	27
W5	29	30	31			

NOVEMBER						
S	M	T	W	T	F	S
W5			1	2	3	4
W6	5	6	7	8	9	10
W7	12	13	14	15	16	17
	19	20	21	22	23	24
W8	26	27	28	29	30	

DECEMBER						
S	M	T	W	T	F	S
W8					1	2
W1	3	4	5	6	7	8
W2	10	11	12	13	14	15
W3	17	18	19	20	21	22
	24	25	26	27	28	29
	31					

1-4 Aug	Tue-Fri	Adjustment Week	No Regular Classes
7-Aug	Monday	First Day of Fall-Spring Schedule	
4-Sep	Monday	Labor Day Holiday	MTGA Closed
9-Oct	Monday	Columbus Day Holiday	Regular Classes
31-Oct	Tuesday	Halloween	Regular Classes
10-Nov	Friday	Veterans Day Holiday	Regular Classes
23-Nov	Thursday	Thanksgiving Day	MTGA Closed
20-24-Nov	Mon-Fri	Thanksgiving Holiday	No Regular Classes
24-25-Dec	Sun-Mon	Christmas	MTGA Closed
20-29-Dec	Wed-Fri	Winter Break	No Regular Classes

JANUARY						
S	M	T	W	T	F	S
	1	2	3	4	5	6
W3	7	8	9	10	11	12
W4	14	15	16	17	18	19
W5	21	22	23	24	25	26
W6	28	29	30	31		

FEBRUARY						
S	M	T	W	T	F	S
				1	2	3
W7	4	5	6	7	8	9
W8	11	12	13	14	15	16
W1	18	19	20	21	22	23
W2	25	26	27	28		

MARCH						
S	M	T	W	T	F	S
				1	2	3
W3	4	5	6	7	8	9
W4	11	12	13	14	15	16
W5	18	19	20	21	22	23
W6	25	26	27	28	29	30

APRIL						
S	M	T	W	T	F	S
W7	1	2	3	4	5	6
W8	8	9	10	11	12	13
W3	15	16	17	18	19	20
W4	22	23	24	25	26	27
W5	29	30				

MAY						
S	M	T	W	T	F	S
W5		1	2	3	4	5
W6	6	7	8	9	10	11
W7	13	14	15	16	17	18
W8	20	21	22	23	24	25
	27	28	29	30	31	

1-2-Jan	Mon-Tue	Winter Break	No Regular Classes
15-Jan	Monday	MLK Holiday	MTGA Closed
19-Feb	Monday	President's Day	Regular Classes
26-30-April	Mon-Fri	Spring Break	No Regular Classes
25-May	Friday	Last Day of Fall-Spring Schedule	
28-May	Monday	Memorial Day Holiday	MTGA Closed



	Start Day	End Day	Total Classes (Weeks)	Total Class (Days)	Tuition Fee	Registration Fee (yearly) 1 child - Additional children	Due By
Session 1	7-Aug	29-Sep	8	39	Full	\$40.00 - \$20.00	7-Aug
Session 2	2-Oct	1-Dec	8	40	Full	\$40.00 - \$20.00	2-Oct
Session 3	4-Dec	9-Feb	8	39	Full	\$40.00 - \$20.00	4-Dec
Session 4	12-Feb	13-Apr	8	40	Full	\$40.00 - \$20.00	12-Feb
Session 5	16-Apr	25-May	6	30	Prorated	\$40.00 - \$20.00	16-Apr

MTGA Recreational Classes Schedule

	Monday		Tuesday	Wednesday		Thursday	Friday
10:00-10:30							
10:30-11:00							
11:00-11:30			T&T (All Levels)				
11:30-12:00			Homeschool				
12:00-12:30							
12:30-1:00							
1:00-1:30							
1:30-2:00	Tiny Tumblers						
2:00-2:30	(3-4 Years Old)						
2:30-3:00							
3:00-3:30							
3:30-4:00	T&T Level 1&2		T&T Level 3	T&T Advanced		Tiny Tumblers	T&T (All Levels)
4:00-4:30	(5+ Years Old)	Tumbling	(6+ Years Old)	(6+ Years Old)	Tumbling	(3-4 Years Old)	BOYS ONLY (5+ Years Old)
4:30-5:00	T&T Level 3	(8+ Years Old)	Tiny Tumblers	T&T Level 1&2	(8+ Years Old)	T&T Level 1&2	T&T (All Levels)
5:00-5:30	(6+ Years Old)		(3-4 Years Old)	(5+ Years Old)		(5+ Years Old)	Co ed (5+ Years Old)
5:30-6:00	Tiny Tumblers		T&T Level 1&2	T&T Level 1&2		T&T Level 3	
6:00-6:30	(3-4 Years Old)		(5+ Years Old)	(5+ Years Old)		(6+ Years Old)	
6:30-7:00	T&T Advanced			T&T Level 3			
7:00-7:30	(6+ Years Old)			(6+ Years Old)			
7:30-8:00							

Merino Trampoline Gymnastics Academy, LLC
Registration Form

Before participation in any activity, this form must be signed by at least one of the participant's parents or legal guardians if the participant is not yet 18 years old. Participant's signatures are required if 18 years of age or older and are helpful when age-appropriate.

Name of Participant: _____

Age _____ Date of Birth _____ Circle one: Male Female

Name of Parent/Guardian 1: _____

Name of Parent/Guardian 2: _____

Address: _____

City: _____ State: _____ Zip: _____

Cell – Parent 1: (_____) _____ Cell – Parent 2: (_____) _____

Cell – Child: (_____) _____

Emergency Contact: _____ Cell – Emergency: (_____) _____

Please provide at least one ACTIVE e-mail address, one that is checked regularly, as this is our main form of communication.

E-Mail Address 1: _____

E-Mail Address 2: _____

Are there any medical conditions of which we should be aware? Circle one: Yes No

If yes, explain: _____

Has the participant had a physical examination in the last three years? Circle one: Yes No
(Merino Trampoline Gymnastics Academy, LLC recommends that every student complete an annual physical examination.)

Physician Name: _____ Phone: (_____) _____

Dentist Name: _____ Phone: (_____) _____

May we use the gymnast's photo on our website or in advertisements? No names will be disclosed.

Circle one: Yes No

I would like my child to (choose all that apply):

- Develop his/her coordination
- Develop his/her agility & balance
- Develop his/her flexibility & strength
- To be a Cheerleader
- Just have fun
- Be pushed to new limits
- Learn to be disciplined, focused and dedicated
- Go to the Olympic Games (Trampoline Gymnastics / Artistic Gymnastics / Diving)
- Learn to take care of their body and equipment
- Learn to work with others and to be good team mates
- Learn to deal with disappointment, as well as success
- Create new friends and be social

Eligibility to participate in class at Merino Trampoline Gymnastics Academy, LLC requires a completed gymnast registration form with release of liability, a financial agreement form and full tuition/registration.

Signature of Participant

Date

If participant is not yet 18 years old, at least one parent or legal guardian of such person also must sign:

We certify that the information provided above is correct.

Signature of Parent/Guardian 1

Date

Signature of Parent/Guardian 2

Date

Financial Agreement
with Merino Trampoline Gymnastics Academy, LLC

Our policy is an athlete is enrolled in a class upon the receipt of payment for yearly registration and tuition. Prior to receipt of payment, an athlete is placed on an intent list. Once payment is received, the athlete is placed on roll for that class. Our sessions are typically 8 weeks (except for summer) and therefore enrollment and payment is due every 8 weeks. If tuition needs to be split into two payments, we must have a credit card on file or a postdated check for the second half of payment at the time of enrollment. Registration fees have to be paid in full at the time of enrollment.

I represent and warrant that if I am purchasing something or paying for a service from Merino Trampoline Gymnastics Academy, LLC or from other merchants through this facility that (i) any credit card or bank account draft (ACH Draft) information I supply is true and complete, (ii) charges incurred by me will be honored by my credit card company or financial institution, and (iii) I will pay the charges incurred by me at the posted prices, including any applicable taxes, fees, and penalties.

I hereby authorize (if online payment is made or autopay information is provided) Merino Trampoline Gymnastics Academy, LLC to charge my ACH draft, or credit card account. **I am responsible for payment whether or not my student attends classes for which my student has enrolled.**

Should I dispute a charge through my financial institution this will constitute a breach of contract possibly resulting in, but not limited to, penalties, additional fees, collections, legal action, and/or termination of any and/or all current and future services.

If payments are not made to equal the balance and this account is sent to a collections agency, the original balance will be sent to the agency.

In the event this account is placed in the hands of a collection agency or attorney, by suit or otherwise, the responsible party agrees to pay all cost of collection, including a collection fee of 30% of the original unpaid balance (50% if taken to court), reasonable attorney fees, and all court costs associated with this matter to be held in the court of Madison County, Alabama.

Signature of Student Athlete

Date

Signature of Parent/Guardian 1

Date

Signature of Parent/Guardian 2

Date

Merino Trampoline Gymnastics Academy, LLC

LIABILITY RELEASE, WAIVER AND INDEMNIFICATION

Prior to participation, this form must be signed by at least one of the participant's parents or legal guardians if the participant is not yet 18 years old. Participant's signatures are required if 18 years of age or older and are helpful when age-appropriate.

Name of participant: _____ (the "gymnast") DOB _____

Address: _____

City: _____ State: _____ Zip: _____

Parent/Guardian 1 Name (print): _____

Parent/Guardian 1 Cell Phone: (_____) _____

Parent/Guardian 2 Name (print): _____

Parent/Guardian 2 Cell Phone: (_____) _____

I consent to my/the minor's participation in Merino Trampoline Gymnastics Academy, LLC's program, including but not limited to, class, competition, team, tumbling, gymnastics, cheerleading, trampolines, parent & child class, birthday parties, martial arts, recreational and/or instructional classes, related activities, non-gymnastics activities and other equipment such as sports activity, inflatables, dance, climbing, running, weight lifting, swimming and playground activities (hereinafter referred to as the "Activity"). I, and, if I am not yet 18 years old, my parents or legal guardians, agree to be bound as follows (the term "I" in this release refers to both the gymnast and his or her parents or legal guardians) and acknowledge that I fully understand my/the minor's participation may involve risk of serious injury, illness, or death, including losses that may result not only from my/the minor's own actions, inaction, or negligence, but also from the actions, inactions, or negligence of others, the condition of the facilities, equipment, or areas where the activity is being conducted, and/or the rules of play of this type of activity. I/the minor is physically and mentally capable of participation in the activity, and I shall notify the staff immediately if I/the minor should be unable to continue participation.

(1) Acknowledgment and Assumption of Risks. I am aware that the Activity is vigorous sporting activities involving height and rotation in a unique environment and, as such, they pose a risk of injury. I understand that the Activity always involves risks of serious bodily injury, including, but not limited to, death, serious neck and spinal injuries resulting in complete or partial paralysis, brain damage, permanent disability, and serious injury to virtually all bones, joints, muscles, and internal organs, and that the mats, pits, and other safety equipment and apparatus are provided for my/the minor's protection, including the active participation of a coach or teacher who may spot or assist in the performance of certain skills. I understand that this assistance may be inadequate to prevent injury, serious or otherwise, and that the risk of harm may be limited by all of the safety equipment and trained coaches, but never eliminated. I also understand that injury may be sustained and/or risk increased by the gymnast's actions or inactions, the actions or inactions of others participating in the Activity, the conditions in which the Activity takes place, the negligence of the "Released Parties" named below, or other causes. I understand that participation in the Activity involves activities incidental to active participation in gymnastics, including moving from event to event, conditioning, stretching, and other activities that may leave me/the minor vulnerable to the reckless actions of other participants who may not have complete control over their actions or knowledge of the risks involved and hereby agree to accept my/the minor and all inherent risks of property damage, personal injury, or death. I understand that if I have any risk concerns, I shall discuss them completely with the staff before I sign this agreement and before my/the minor's participation in the activity begins. I further understand that there may be other risks either not known to me or not readily foreseeable at this time. I fully accept and assume all such risks and all responsibility for losses, cost, and damages that may result from the Activity. I hereby give my approval of and consent to the gymnast's participation in the Activity. I assume all risks and hazards incidental to the Activity and to transportation to and from the Activity.

(2) Representation of Ability to Participate. I understand the nature of the Activity, and I represent that the gymnast is qualified, in good health, and in proper physical condition to participate in the Activity. Should I ever believe that any of the above representations have become untrue, or if I should ever believe that the Activity is not safe or is no longer safe for the gymnast, then it will be my responsibility immediately to discontinue the gymnast's participation in the Activity.

(3) **Release.** I hereby release, acquit, covenant not to sue, and forever discharge Merino Trampoline Gymnastics Academy, LLC, its owners, officers, administrators, employees, agents, volunteers, sponsors, advertisers, coaches and supervisors, and the owners or lessors of any facilities within which the Activity is conducted, their respective agents and employees, and all other persons providing facilities or assisting in the conduct of the Activity and in the transportation of participants to and from the Activity (collectively the "Released Parties") of and from any and all actions, causes of action, claims, demands, liability, losses or damages of whatever name or nature, including, but not limited to, those arising from or in any way related to the negligence of any of the Released Parties, that arise out of or are connected in any way to the gymnast's participation in the Activity and the transportation of the above named gymnast to and from the Activity (collectively the "Released Claims").

In consideration of my/the minor's participation, I hereby release, discharge, and covenant not to sue Merino Trampoline Gymnastics Academy, LLC, the Merino Trampoline Gymnastics Academy, LLC member(s), administrators, directors, officers, any of their employees, teachers, coaches, volunteers, agents, other participants, any sponsors, advertisers, and, if applicable, owners and lessors of premises on which the activity takes place (each considered to be one of the RELEASEES herein) from any and all liability, present and future claims, demands, losses, or damages, on my/the minor's account caused or alleged to be caused in whole or in part from ordinary negligence of Merino Trampoline Gymnastics Academy, LLC, or any RELEASEES, or others listed, for property damage, personal injury or wrongful death, arising as a result of my engaging in or receiving instruction in gymnastics, cheerleading or any other activities or any activities incidental thereto, wherever, whenever or however the same may occur. I hereby voluntarily waive any and all claims resulting from ordinary negligence, both present and future, that may be made by me/the minor, my/the minor's family, estate, heirs or assigns.

I further agree to indemnify and hold harmless Merino Trampoline Gymnastics Academy, LLC and all other listed for any and all claims arising as a result of my engaging in or receiving instruction in Merino Trampoline Gymnastics Academy, LLC activities or any activities incidental thereto, whenever, wherever, or however the same may occur. I understand that this waiver is intended to be as broad and as inclusive as permitted by the laws of the State of Alabama and agree that if any portion is held invalid, the remainder of the waiver will continue in full legal force and effect. I further agree that the venue for any legal proceedings shall be within the State of Alabama.

I affirm that I am of legal age and am freely signing this agreement. (If the participant is a minor, I affirm that I am the parent or legal guardian of the minor and affirm that I agree to all portions of this RELEASE AND WAIVER.) I affirm that I/the minor have/has no physical or mental limitations that I have not specifically identified to the staff, in writing. I have read this form and fully understand that by signing this form, I am giving up legal rights and or remedies that may be available to me/the minor for the ordinary negligence of Merino Trampoline Gymnastics Academy, LLC, or any person listed above.

(4) **Indemnification.** I will defend, indemnify and hold harmless the Released Parties from (that is, to reimburse and be responsible for) any loss or damage, including but not limited to costs and reasonable attorney's fees (including the cost of any claim I might make or that might be made on my behalf or the gymnast's behalf that is released in this document), arising out of or connected in any way with any of the Released Claims.

I have read, and been given a copy of the Policies and Procedures for parents, spectators, and participants, and agree to abide by all rules and conditions set forth therein and to accept the judgment of the program officials in this regard.

I have read and understood this acknowledgement and assumption of risk, representation of ability to participate, release, indemnification, and information for parents and athletes. I understand that by signing this document, I am giving up substantial rights. I am executing this document voluntarily and with full knowledge of its significance. I acknowledge that Merino Trampoline Gymnastics Academy, LLC is not responsible for any injury (or loss of property) to any person while practicing, training, taking class, completing, participating in open gym, camps, parents night out, special events, demonstrations or shows, or in any other way involved in gymnastics, cheerleading, preschool, teens, or any activity, public, private, organized or spontaneous, at Merino Trampoline Gymnastics Academy, LLC for any reason whatsoever, including ordinary negligence on the part of Merino Trampoline Gymnastics Academy, LLC, its member(s), officers, agents, or employees.

Signature of Participant

Date

Signature of Parent/Guardian 1

Date

Signature of Parent/Guardian 2

Date

D1 SPORTS LIABILITY WAIVER & RELEASE

20140914v1ma

- PLEASE REVIEW AS YOU ARE SIGNING AWAY CERTAIN RIGHTS AND LIMITING OTHERS •

RELEASE OF LIABILITY, INDEMNITY, AND ASSUMPTION OF RISK: D1 SPORTS TRAINING OF HUNTSVILLE, LLC ("D1") UNDERTAKES THE RESPONSIBILITY TO PROVIDE YOU WITH EXPERT SPORTS TRAINING, INCLUDING WITHOUT LIMITATION, BASKETBALL AND OTHER SPORT SPECIFIC TRAINING AND GROUP FITNESS TRAINING, AND OTHER RELATED SERVICES (THE "PROGRAM"). BY SIGNING BELOW, YOU ACKNOWLEDGE AND AGREE TO THE FOLLOWING: YOU REPRESENT THAT YOU ARE PHYSICALLY FIT TO PARTICIPATE IN THE D1 PROGRAM AND THAT, PRIOR TO PARTICIPATION IN THE PROGRAM, YOU HAVE CONSULTED A PHYSICIAN REGARDING ANY LIMITATIONS OR MEDICAL RISKS THAT YOU MAY HAVE IN RELATION TO THE PROGRAMS AND CERTIFY THAT YOU ARE FREE FROM ANY SUCH LIMITATIONS AND MEDICAL RISKS. YOU FURTHER UNDERSTAND AND AGREE THAT THE PROGRAM INVOLVES PHYSICAL EXERTION AND STRENUOUS PHYSICAL ACTIVITY BY YOU, WHICH ENTAILS CERTAIN RISKS AND SERIOUS BODILY INJURY AND/OR DEATH MAY OCCUR. FOR EXAMPLE, PHYSICAL CONTACT WITH OTHER PARTICIPANTS, EQUIPMENT OR SURFACES MAY OCCUR DURING THE PROGRAM. WITH FULL KNOWLEDGE OF THE RISKS OF SERIOUS BODILY INJURY AND DEATH, YOU VOLUNTARILY CHOOSE TO PARTICIPATE IN THE PROGRAM AND (I) HEREBY FOREVER RELEASE, COVENANT NOT TO SUE, DISCHARGE AND WAIVE ALL LIABILITY ON BEHALF OF D1, IT'S EMPLOYEES, EXECUTIVES, AGENTS, AFFILIATES (INCLUDING WITHOUT LIMITATION, AFFILIATE D1 SPORTS HOLDINGS, LLC), OWNERS, SUBSIDIARIES, PARTNERS, SPONSORS, OWNERS AND LESSEES OF THE PREMISES, CONSULTANTS, VOLUNTEERS AND CONTRACTORS (THE "RELEASEES") FOR ANY BODILY INJURY OF ANY KIND, PROPERTY DAMAGE OR DEATH, SUFFERED BY YOU AS A RESULT OF YOUR PARTICIPATION IN THE PROGRAM, REGARDLESS OF WHETHER SUCH BODILY INJURY OR DEATH WAS DUE TO NEGLIGENCE OF ANY KIND COMMITTED BY D1 OR THE RELEASEES OR OTHERWISE, (II) AGREE TO INDEMNIFY AND HOLD HARMLESS D1 AND THE RELEASEES FROM ANY LOSS, LIABILITY OR COST THEY MAY INCUR ARISING OUT OF OR RELATED TO YOUR PARTICIPATION IN THE PROGRAM, AND (III) ASSUME FULL RESPONSIBILITY FOR ANY BODILY INJURY, DEATH OR PROPERTY DAMAGE ARISING OUT OF OR RELATED TO YOUR PARTICIPATION IN THE PROGRAM.

GOVERNING LAW; ARBITRATION. NOTWITHSTANDING YOUR AGREEMENT NOT TO SUE D1 AND THE RELEASEES AND WITHOUT D1 OR RELEASEES WITHOUT WAIVING THEIR RIGHTS UNDER THE FOREGOING PARAGRAPH, YOU AGREE THAT IN THE EVENT OF ANY LEGAL ACTION, ALL SUCH LEGAL PROCEEDINGS OF ANY KIND, INCLUDING THOSE RELATED TO THE ENFORCEABILITY OF THIS WAIVER, SHALL BE ARBITRATED IN ACCORDANCE WITH THE "GOVERNING LAW; ARBITRATION" PROVISION OF THE SIMULTANEOUSLY EXECUTED MEMBER TRAINING AGREEMENT.

YOU CERTIFY THAT YOU HAVE READ THE FOREGOING AND UNDERSTAND THAT BY SIGNING BELOW, YOU ARE GIVING UP CERTAIN LEGAL RIGHTS AND REMEDIES AND INTEND THAT YOUR SIGNATURE BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY ON BEHALF OF D1 AND THE RELEASEES TO THE GREATEST EXTENT PERMITTED BY LAW.

SOCIAL MEDIA RELEASE. I HEREBY AUTHORIZE D1 SPORTS TRAINING OF HUNTSVILLE, LLC AND AFFILIATE, D1 SPORTS HOLDINGS, LLC (COLLECTIVELY REFERRED TO IN THIS PARAGRAPH AS "D1") TO RECORD MY NAME, LIKENESS, IMAGE, VOICE AND PARTICIPATION IN FILM, TAPE OR OTHERWISE FOR USE IN ALL D1 RELATED INITIATIVES. I AGREE THAT ALL PHOTO, VIDEO AND OTHER PRODUCTION RELATED MATERIALS MAY BE EDITED AND OTHERWISE ALTERED AT THE SOLE DISCRETION OF D1 AND USED IN WHOLE OR IN PART AT THE SOLE DISCRETION OF D1,

WHETHER IT BE FOR PUBLIC OR PRIVATE USE. I FURTHER AGREE AND UNDERSTAND THAT I HAVE NO RIGHTS TO ANY PRODUCTION RELATED TO D1 OR ANY BENEFITS DERIVED THEREFROM, THEREBY IRREVOCABLY AND UNCONDITIONALLY RELEASING AND WAIVING ALL RIGHTS, LEGAL AND MORAL, SO THAT D1 MAY FULLY EXPLOIT MY NAME, LIKENESS, IMAGE, VOICE AND PARTICIPATION IN FILM, TAPE, SOCIAL MEDIA OR OTHERWISE. D1 AGREES TO COMPLY WITH APPLICABLE PRIVACY LAWS.

AGREED AND ACCEPTED:

Participant's Signature: _____

Date: _____

Parent or Guardian Signature (if under age 18) _____