



E.S.S.A. SPORTS TRAINING, LLC

First Name _____ Last Name _____

Address _____

City _____ State _____ Zip Code _____

Phone# (_____) _____ Date Of Birth ____/____/____

Emergency Contact _____ Phone# (_____) _____

How did you hear of our facility? _____

Email: _____

Health/Safety Information

If any of the following questions are answered YES, we will need a doctor's note on file for you to commence in physical activity.

- | | | |
|---|-----|----|
| Do you have any heart problems? | YES | NO |
| Do you have any lung or breathing problems? | YES | NO |
| Do you have high blood pressure? | YES | NO |
| Has your doctor advised you NOT to partake in physical activity? | YES | NO |
| Are there any other physical or medical problems we should be aware of? | YES | NO |
| Are you Pregnant? | YES | NO |
| Have you had any surgeries recently? | YES | NO |

PLEASE LIST ANY PHYSICAL LIMITATIONS (allergies, hearing, sight, etc.):

Please wear proper footwear and attire suitable for the activities you wish to participate in. If you are not familiar with proper attire, please ask for assistance. If you have any problem with a piece of equipment or a training tool or trainer, please ask for assistance. If for any reason you feel that you need medical assistance, please make this known to the manager on duty.

Signature: _____ Date: _____

ESSA Employee Signature: _____

Date: _____ Is a doctor's note required for this athlete? YES NO

PARENT/GUARDIAN WAIVER AND RELEASE OF LIABILITY FORM

I understand that there are certain risks of injury inherent in the speed, strength and agility training related to these activities incidental to participation, and I am willing to assume these risks on behalf of _____ (the "Participant"). As the parent or legal guardian of the Participant, I hereby give my full consent and approval for the Participant to participate as an athlete or team member in the sport and or training designated below. I hereby certify that the Participant is fully capable of participating in the designated activities and that the Participant is healthy and have no physical or mental disabilities or infirmities that would restrict full participation in these activities, except as listed above. In consideration of ESSA Sports Performance, LLC ("ESSA") permitting the Undersigned Parent or Guardian ("Undersigned") to enroll the Participant to engage and/or participate in any physical exercise, activity, or use of any ESSA amenity, service, or equipment including but not limited to participating in various sports, coordination events, general fitness training, classes, programs, personal training or instruction, small group training or instruction, team training, and any and all related activities and sponsored ESSA events on or off of the ESSA Premises as defined below ("Subject Activities") and the use of ESSA's training locations, facilities, equipment, and premises, including any buildings or structures contained thereon, any adjacent sidewalks or parking areas ("ESSA Premises") beginning on the _____ day of _____, 20____ as a ESSA athlete:

The Undersigned understands and agrees that the Participant is voluntarily participating in the Subject Activities and assuming any and all risks that may result from participating in the Subject Activities including but not limited to death, serious bodily injury, permanent disability, paralysis, pain, suffering and/or similar or related conditions (collectively "Injury"). This Waiver and Release of Liability includes, without limitation, all injuries which may result from (a) the Participant's participation in any Subject Activity; (b) equipment or amenity malfunction; (c) negligent use of equipment or amenities by the Participant, another ESSA athlete or trainer; (d) our instruction, training, supervision, or dietary recommendations; (e) the Participant slipping and/or falling on the ESSA Premises.

The Undersigned, for the Participant, warrants that the Participant is in good health, qualified, and in proper physical condition to participate in Subject Activities. The Undersigned acknowledges and agrees that the Participant's participation in Subject Activities and use of ESSA's amenities on or off of ESSA's Premises, including without limitation at any sponsored ESSA event, **is entirely at the Participant's own risk.** **The Undersigned acknowledges and agrees that ESSA makes no evaluation or recommendation as to whether or not the Participant is capable or deemed physically fit to engage in the Subject Activities. ESSA has advised you that the Participant should consult a physician prior to participating in the Subject Activities and/or undergoing any dietary or food supplement changes.** If the Participant has a physical or mental condition that may impair his or her ability to engage in the Subject Activities, it is sole the responsibility of you, the Undersigned, to obtain a physician's certification and release prior to enrolling the Participant in the Subject Activities. You acknowledge and agree that the Participant is voluntarily participating the Subject Activities and using the ESSA Premises with your consent. Any recommendations for changes in the Participant's diet, use of food supplements, weight reduction and/or body building enhancement products, are entirely your responsibility. **You assume all risks of injury.** ESSA is not responsible for any property damage or loss of personal property of the Participant on ESSA's Premises.

The Undersigned understands and agrees that ESSA has not made any effort or taken any action, and shall not be required to make any effort or take any action, to protect the Participant from any and all risks of Injury described in this Waiver and Release of Liability. You acknowledge and understand that if any portion of this Waiver and Release of Liability shall be deemed by a Court of competent jurisdiction to be invalid, then the remainder of this Release and Waiver of Liability shall remain in full force and effect and the offending provision or provisions severed herefrom.

THE UNDERSIGNED HEREBY WAIVES, RELEASES, DISCHARGES ANY AND ALL CLAIMS OR RIGHTS THAT THE UNDERSIGNED MAY HAVE TO SUE ESSA, ITS EMPLOYEES, OWNERS, OFFICERS, AGENTS, REPRESENTATIVES, SHAREHOLDERS AND/OR AFFILIATES FOR ANY INJURY TO THE PARTICIPANT, INCLUDING ANY INJURY ARISING FROM THE ACTIVE OR PASSIVE NEGLIGENCE OF ESSA, AND/OR LOSS OF PROPERTY OR PROPERTY DAMAGE. YOU ACKNOWLEDGE AND AGREE THAT A WAIVER AND RELEASE PROVIDED BY A SINGLE ESSA LOCATION SHALL HAVE EQUAL FORCE AND EFFECT AS A WAIVER, RELEASE AND DISCHARGE OF ANY AND ALL CLAIMS FOR INJURY, LOSS OF PROPERTY OR PROPERTY DAMAGE SUSTAINED BY THE PARTICIPANT AT ESSA OR ANY OTHER ESSA TRAINING LOCATION IN THE STATE OF NEW JERSEY.

The Undersigned has read and fully understands this Waiver and Release of Liability. You understand that you have given up substantial rights on behalf of the Participant by signing it, understand that this release cannot be modified orally, and you are fully aware of this Waiver and Release of Liability's legal consequences as a **full release of liability** for Injury, loss of property and/or property damage. You have signed this Waiver and Release of Liability freely and voluntarily without any inducement, assurance, or guarantee being made to the Undersigned by ESSA and/or any person or entity on its behalf. You intend your signature to be a complete and unconditional release of all liability to the greatest extent allowed by the law of the State of New Jersey.

Print Name of the Participant: _____

Participant's Signature: _____

Participant's Birth Date: _____

Name of the Parent or Guardian: _____

Parent or Guardian's Signature: _____

Telephone Number: (_____) _____

Dated: ____/____/____