

Informed Consent

I, _____, enrolled in a program of strenuous activity including, but not limited to, weight training, sprinting, jumping, plyometrics, treadmill work, batting tunnels, and various aerobic conditioning offered by Sports Enhancement Center Frappier Acceleration Program. I hereby affirm that I am in good physical condition and do not suffer from any pre-existing condition or disability that would prevent or limit my participation in this training program.

I fully understand the risk of injury from the training and conditioning involved in this program is significant, including the potential for permanent paralysis or death, and while particular rules, equipment, and personal disciplines may reduce this risk, the risk of serious injury does exist. I knowingly and freely assume all such risks, both known and unknown, even if arising from the negligence of Sports Enhancement Center or others, and assume full responsibility for my participation.

I hereby release Sports Enhancement Center, and its staff, from any liability now and in the future including, but not limited to, heart attacks, muscle strains, muscle pulls or tears, broken bones, shin splints, heat prostration, knee/foot/ankle/lower back injuries and any other illness, soreness or injury however caused, occurring during or after my participation in the training programs.

I fully understand that I should be aware of any abnormal responses including but not limited to, specific muscle fatigue, nausea, dizziness, and chest/heart tightness, during supervised training sessions and will notify my performance coach immediately. Any abnormalities will warrant an evaluation by your medical doctor and possible discontinuation of the training program.

I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, hereby release and hold harmless Sports Enhancement Center their officers, officials, agents, owners, and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and individuals who lease the premises to conduct any associated event ("Releases"), with respect to any and all injury, disability, death, or loss or damage to person or property, whether arising from negligence of the releases or otherwise.

In addition, I authorize Sports Enhancement Center, and its staff, to use proper judgment in providing medical treatment (i.e. CPR, first aid) for myself and/or my child/children/dependent(s). Also, if needed, I authorize Sports Enhancement Center to transport myself and/or my child/children/dependent(s) to a hospital or medical institution for further medical treatment.

Since Sports Enhancement Center is not a membership facility, I understand that this Medical Release/Informed Consent will remain in effect during the entire duration of my involvement with Sports Enhancement Center. This may include a cessation in periods of time that I may not be using services. I agree to notify Sports Enhancement Center of any medical circumstances which have occurred during any cessation period which may have an affect on my medical condition.

Please be advised, our services do not replace the skills of a medical doctor; therefore, Sports Enhancement Center encourages all clients to contact their doctor prior to the start of any physical activity or training program, at any time during your training program, and at any time you feel physical discomfort.

In the event any party to this Release brings suit to enforce or interpret any provision of this Release, or is required to defend any action or proceeding, the defense to which is based upon any provision of the Release, the unsuccessful party agrees to pay the prevailing party the court costs and attorneys' fees actually incurred by the successful party.

The parties and signatories hereto, and each of them, agree and acknowledge that if any portion of this Release is declared invalid or unenforceable by a final judgment of any Court or competent jurisdiction, such determination shall not affect the balance of this Release, which shall remain in full force and effect, as such portion shall be deemed severable.

I have read this release of liability and assumption of risk agreement.

I fully understand its terms. I understand that I have given up substantial rights by signing it, and sign it freely and voluntarily without any inducement.

Client Name (Please Print): _____

Client Signature: _____ Date: _____

Emergency Contact Name (Please Print): _____

Relationship: _____

Emergency Phone Number: _____

For Participants Under The Age of 18 (At the time of Registration)

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above all of the Releases, and, for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releases from any and all liabilities incident to my minor child's/dependent's involvement or participation in these programs as provided above, even if arising from their negligence.

Parent/ Guardian (Please Print): _____

Parent/Guardian's Signature: _____ Date: _____