

PAYNE GLOBAL SPORTS

World Class Speed, Strength and Conditioning

1221 W. Warner Road, Suite 104

Tempe, AZ 85284

WAIVER AND RELEASE

I desire to workout with, practice with and use the facilities of Payne Global Sports. In consideration for being allowed to workout with, practice with and use the facilities of Payne Global Sports, I acknowledge and agree that: I understand that participation in the activities involves risks of serious injury, including, but not limited to, paralysis, dismemberment, permanent disability and death and other losses, both to my person and property. I understand that these injuries and losses can result not only from my actions, inactions or negligence, but the actions, inactions or negligence of Payne Global Sports and its owner; and other individuals working out with or practicing within the training facility. I also understand that these injuries and losses can result from the condition of the facilities and the equipment used. Additionally, I understand that these injuries and losses can result from not being in proper physical condition to undertake the activities. I assume all risk in any way connected with my participation in the training sessions, and I accept personal responsibility for any injury or loss in any way connected with my participation in the workout, sessions. I also assume my own responsibility for being in the proper physical condition to undertake the activities.

I WAIVE, RELEASE, HOLD HARMLESS, AND PROMISE NOT TO FILE SUIT AGAINST Payne Global Sports, its owners, directors, employees for any injury, paralysis, dismemberment, disability, death and/or loss or damage in any way connected with my participation in training sessions associated with Payne Global Sports, whether or not caused in whole or part by the actions, inactions or negligence of Payne Global Sports and the owners of the training facilities. This voluntary waiver and release from liability shall also apply to any relative, personal representatives, heirs, beneficiaries, executor, next of kin or assigns who might pursue legal action or claim on my or the athletes behalf that arises or may arise as a result of my participation in the training sessions. This voluntary waiver and release from liability agreement is to be interpreted consistent with the laws of this State.

I have read this voluntary waiver and release from liability agreement. I understand that I have given up substantial rights by signing it and I am signing this waiver and release from liability agreement voluntarily for myself and my children.

Parent/Guardian Signature

Parent/Guardian Print Name

Date

SOCIAL MEDIA RELEASE

Occasionally Payne Global Sports will take pictures or videos for all media (including print, social media, website and any other electronic medium). Signing this release will include giving permission for us to possibly use you or your child's picture, likeness or testimonial in promotion and advertising for the gym. It is understood that no compensation will be given by the gym or by the user of such picture.

Parent/Guardian Signature

Parent/Guardian Print Name

Date

TERMS AND CONDITIONS

- One-on-one training sessions that are not rescheduled or canceled 24 hours in advance will result in forfeiture for the session and a loss of the financial investment at the rate of one session.
- No make-up sessions for missed group/team workouts that require a minimum of 8 sessions per month flat monthly fee unless prior arrangements have been made with Payne Global Sports.
- Clients arriving late will receive the remaining scheduled session time, unless other arrangements have been previously made with Payne Global Sports.
- No refunds will be issued for any reason, including but not limited to relocation, illness, and unused sessions.
- Payments are due the 1st of each month
- A late fee payment of \$25 will be charged if payment is not received by the 15th of the each month
- Training sessions will terminate if payment is not received by the 15th
- \$50 will be charged for returned checks

Parent/Guardian Signature

Parent/Guardian Print Name

Date