



Office Use Only

Start Date: _____

End Date: _____

Identification#: _____

WAIVER, RELEASE and AGREEMENT

In consideration of **SPD Factory, Inc** (hereinafter referred to as "SPD") granting the participant designated below permission to participate in the **SPD** Training Program, the undersigned hereby waives, releases and discharges any and all claims for damages for personal injury, death or property damage which participant may have or which may hereafter accrue to participant, as a result of said activity. The release is intended to discharge in advance **SPD**, its officer, employees and agents from any and all liability arising out of or connected in any way with participation in the training program. It is understood that this activity involves an element of risk and danger of accidents and knowing those potential risks the undersigned hereby assumes those risks. It is further agreed that this waiver, release and assumption of risk it to be binding on the participant and any heirs and assigns, including the undersigned parents or legal guardian of a participating minor. The undersigned confirms that the participant is physically able to participate in training and agrees to indemnify and hold **SPD**, its officers, employees and agents free and harmless from any loss, liability, damage, cost or expense which may be incurred as a result of participant's death, any injury or property damage that participant may sustain while participating in said activity.

The undersigned further acknowledges that training sessions at **SPD** must be completed during the training dates for the membership which were purchased, and that if an athlete fails to complete all session within the allotted time period, sessions will be forfeited with no reimbursement and releases **SPD** of any further obligations. Any membership purchased through **SPD** is a final sale, no refunds or cancellations will be issued.

Participants may on occasion be photographed during training at **SPD**. The undersigned hereby consents to the use of these photographs without compensation on the **SPD** web site or in any editorial or promotional material produced and/or published by **SPD**.

*** Amendments to this waiver will be posted publicly on site and available for review. As a participant you are contracted to the most up to date contract including all amendments.

Special Note: In order for SPD to maintain its flexible scheduling policy, attendance and communication are important. It is understood that if said participant will be unable to attend a scheduled training session that session must be cancelled no later than one hour prior to the scheduled session. Failure to cancel any two scheduled sessions or more than two late cancellations will result in a thirty day probation period at which time, said athlete may attend classes on a drop-in basis only.

INITIAL HERE _____

- I am the participant and am 18 years of age or older.
- I am the parent or legal guardian of the participant.

Signature and Consent to Agreement, Release & Waiver

To be completed and signed by parent/guardian if applicant is under 18 years of age

I have carefully read this Waiver, Release, and Agreement and fully understand and consent to its terms. I have investigated the risks involved in participation in the training and fully understand and assume such risks in accordance with this agreement. I am aware and fully comprehend that this is a release of liability and a contract between **SPD** and myself (or my child); and sign it of my own free will.

Participant Name: _____ **Birthdate:** _____

Street Address: _____

City, State & Zip: _____ **E-mail:** _____

Contact Phone Number: _____ **Cell:** _____

If participant is under the age of 18, a legal parent or guardian must sign below. Signature by coach, teacher, "friend of the family" or a non-legally responsible person for the said participant is not acceptable. Forgery is not permitted and persons involved will be held accountable according to California State Law SECTION 470-483.5 and any further disciplinary actions according to law.

Print Name: _____ **Signature:** _____ **Date:** _____

How did you find out about us? _____