# Release Waiver, Indemnification, Hold Harmless, and Assumption of the Risk Agreement

In consideration of receiving fitness and sports training, as well as for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, of which include Participant and Guardian (if a minor), agree to the following: I understand that I am undertaking a course of fitness and/or sports training that will involve risks, that include, but not limited to, intense physical activity and exertion. By signing this Agreement, I certify that I am in good health and have been advised to consult a physician to ensure that my participation in the training program can be done safely.

I agree to indemnify, hold harmless and release Enspire365, LLC, and its affiliate businesses, that include but is not limited to, the Wisconsin Blaze and Wisconsin Game Changers, along with its Trainers, Employees, Assistants, Members and Volunteers (together the "Indemnified Parties"), from any and all fault, liabilities, claims, demands, damages, lawsuits cost, or expenses, including, but not limited to, all attorney's fees, arising out of, related to or connected with: my presence at and/or participation in any training program. Furthermore, I agree that any and all acts or omissions associated with my present or future participation in any training does not guarantee any certification or permit of any kind from Enspire365, LLC.

I furthermore waive for myself and for my executors, personal representatives, administrators, assignees, heirs and next of kin, any and all rights and claims for damages, losses, demands and any other actions or claims whatsoever, which I may have or which may arise against the Indemnified Parties (including, but not limited to, my death and/or any and all injuries, damages or illnesses suffered by me or my property), which may, in any way whatsoever, arise out of, be related to or be connected with: any training course; the Premises, including any latent defect in the Premises; my presence on or use of said Premises; and my property (whether or not entrusted to Trainer). The Indemnified Parties shall not be liable for any damages what so ever. I, on behalf of me and on behalf of my executors, personal representatives, administers, assignees, heirs and next of kin, hereby expressly release the Indemnified Parties from any and all such claims and liabilities. I hereby expressly assume the risk of taking part in any course of training.

I hereby acknowledge, and agree that I have read this instrument and understand its terms and am executing this instrument voluntarily. I furthermore acknowledge and agree that I have read, understand and will at all times abide by all rules and procedures stated by one or more of the Indemnified Parties. I expressly agree that this instrument is intended to be as broad and inclusive as permitted by law and that if any provision of this instrument is held invalid or otherwise unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. No remedy conferred by any of the specific provisions of this instrument is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in

addition to every other remedy now or hereafter existing at law or in equity, or by statute or otherwise.

This instrument binds me and my executors, personal representatives, administrators, assignees, heirs and next of kin.

Furthermore, I also give Enspire365, LLC and associated parties authority to provide medical assistance if necessary.

#### **Concussion Agreement**

According to the 2011 Wisconsin Act 172, amended and published on April 16, 2012, any organization operating a youth athletic activity must distribute a concussion information sheet, before each season, to persons wishing to participate or coach in the organization. Persons and their parent or legal guardian must return the concussion agreement form before the person can participate in the youth athletic activity.

As a Parent/Guardian and Participant/Athlete it is important to recognize the signs, symptoms, and behaviors of concussions. By agreeing to this waiver, I, the Parent and/or Participant, are stating that I understand the importance of recognizing and responding to the signs, symptoms, and behaviors of a concussion or head injury. I acknowledge I have read the Parent or Athlete Concussion and Head Injury Fact Sheet and understand what a concussion is and how it may be caused. I also acknowledge I understand the common signs, symptoms, and behaviors of a concussion. I agree to remove my son/daughter/grandson/granddaughter or myself from practice/play if a concussion is suspected. I understand that it is my responsibility to seek medical treatment if a concussion is reported to me. I understand that the Participant cannot return to practice/play until providing written clearance from an appropriate health care provider to my/his/her coach, and director. I understand the possible consequences of returning to practice/play too soon.

## Permission to Use Image and Likeness, and Media Release

Enspire 365, LLC, and its associated parties, like to share the wonderful activities and accomplishments that occur within said company and programs. As a result, the promotion of activities and the participants accomplishments through different media types are encouraged and part of the companies system. I agree to allow Enspire 365, LLC, to photograph, videotape, and take audio recordings of my participation in trainings and programs, and utilize such articles to promote my skills and accomplishments and the company's services and business life via email, website, television, radio, newsletters, and social media outlets, such as, but not limited to Facebook, Twitter, Instagram, Snap Chat, and Linked In. I expressly authorize Enspire 365, LLC to use my image and likeness on its promotional and/or marketing materials, including but not limited to internet sites, social media, printed or digital.

#### **Cancellation of Training Sessions**

I understand and agree that I am contracting Enspire365, LLC and its affiliate businesses, that include but is not limited to, the Wisconsin Blaze and Wisconsin Game Changers, along with its Trainers, Employees, Assistants, Members and Volunteers (together the "Indemnified Parties"), to provide and perform services for my benefit, and that those services require time and effort. In doing so, I acknowledge that Enspire365, LLC, or any of its Trainers, Employees, Assistants, and Volunteers, will schedule time specifically designated to provide me the contracted services. As such, Enspire365, LLC is unable to serve others during those scheduled times, unless specified as a group training, or separately in a rental agreement.

Consequently, I understand and agree that any contracted services, whether personal training or otherwise, are non-refundable services. As such, should I choose to discontinue by membership or stop attending sessions, I will forfeit any and all monies paid to Enspire365, LLC. Furthermore, I understand and agree that any scheduled personal training session requires a twenty-four (24) hour cancellation notice, and, my failure to provide said notice will result in my being charged for the missed session.

# **Cancellation of Event Participation**

Unless specifically stated on registration materials, the deadline to receive a refund for your registration of an event is 30 business days prior to the event date. Registration cancellations received prior to the deadline may be eligible to receive a refund less a \$75 service fee.

#### **Cancellation of Fitness Contracts**

For all reoccurring annual, six month, month to month, and short term fitness contracts, a minimum of 30 days written notice must be given for cancellation. Contract will be cancelled 30 days from written notice. Client is liable for any recurring fees or contract payment charged between notice and final termination date. This cancellation policy does not include Wisconsin Blaze team sporting contracts.

#### **Wisconsin Blaze Terms and Conditions**

The Wisconsin Blaze is a division of Enspire 365, LLC, and is committed to providing the highest quality program for the most effective price. In order to streamline and reduce overhead costs associated with the Blaze, the following terms and conditions apply.

#### **Refund Policy**

When you accept an offer to participate, you accept the financial obligations for the entire club fee for that season. When teams are comprised, monies immediately go directly into uniforms, tournament entry, travel and other fees.

The Wisconsin Blaze Volleyball and Basketball Club does not offer refunds. Refunds will not be given to athletes who choose not to play because of conflicts, team or coaching assignments, or an individual's amount of playing time. All payments are final, regardless of unforeseen medical conditions that may arise after payment, before athlete's season begins, and during.

Prorated refunds will be considered for athletes who suffer season-ending injuries while playing on a Wisconsin Blaze Club team, on a case-by-case basis with a physician's letter. Injuries that occurred outside of Wisconsin Blaze will not be considered for a refund.

Club Administration will review all requests for refund based on individual situations. Payments can be made by either online checking or credit card.

Payments are due according to the plan agreed upon by Enspire365, LLC and its associates.

All team budgets are based on a 10 person team. Any teams falling below the ten roster minimum, will be assessed an additional fee up to \$50 to cover costs associated with the season.

Payments received past their due date will be assessed a \$25 late fee. Uniform sizing and payments for new uniforms, must be accomplished by November 5th for volleyball and by January 15th for basketball.

# **Wisconsin Blaze Invoicing**

An initial down payment of \$250 to secure the athlete's spot plus any additional assessment fee is due upon completion of annual training/tryout registrations. Wisconsin Blaze created three payment options to meet your families needs:

Payment in Full \$250 deposit with two more payments split in half \$250 deposit with monthly payments split evenly

In order to secure your child's spot on their team, a deposit of \$250 must be received on first transaction.

Final payments are due according to the payment plan you choose.

Final balances due must be made no later than January 15th for Volleyball and March 15th for Basketball.

Athletes will not be allowed to train or compete without payments being made in full before the season starts.

Payments provide your athlete with high level training, education in team play, practice time, a coaching staff, support staff, season of tournaments, and much much more.

### Fundraising/Buyout

Each participant must raise \$150 in addition to the program fee assessed, or buyout of the fundraiser at \$100.

#### Volunteering

We will host tournaments through the year, and ask for team officials/laisons to manage aspects of the program that is not covered in your fees (ie: booking hotels, taking stats, uploading photography or video). This will allow us to truly focus on what the majority of your fees pay for, great training, coaching, teaching, promotion, gym time, and an amazing experience.

In order to keep fees as low as possible, and quality high, we must ask for volunteers to support certain Blaze positions that is not covered in the cost of the program. In order to do so, we ask each family to volunteer 2 hours of their time at a tournament (scheduled sometime throughout the year), as well as take on the role of a specific team official, or pay \$100 to opt out of volunteering.

#### **Parents Commitment**

Dear Coach,

As a parent, I accept a position for our athlete on the Wisconsin Blaze team.

As a member of the Wisconsin Blaze, I will lead by example in thought, word and deed, to be a witness to my peers at all times. Ephesians 4:29

I will encourage my child to practice faithfully and play to the best of his/her ability taking into consideration the developmental age of my child, always praising him/her for successes, and gently guiding him/her through mistakes.

I will be a supportive parent always cheering on all fellow players and parents, through wins and losses careful to uplift them, standing with them through struggles and victories.

I promise to support the Wisconsin Blaze coaches, walking alongside them, giving them the support they need to train my athlete well.

I promise to address the coaches and directors respectfully, whenever I have questions or concerns. I will collaborate professionally to help keep a positive atmosphere for all involved, and to accomplish the mission of the Wisconsin Blaze program.

#### **Athlete's Commitment**

Dear Coach,

I accept a position on the Wisconsin Blaze team.

As a member of the Wisconsin Blaze, I will lead by example in thought, word and deed, to be a witness to my peers at all times. Ephesians 4:29

I will practice faithfully and play to the best of my ability taking into consideration all that I have learned and all that I have been taught.

I will be a supportive teammate always cheering on my fellow players through wins and losses careful to uplift them, standing with them through struggles and victories.

By entering into this contract with Enspire365, LLC and its affiliates, you agree to all the terms and conditions listed.