

1. Full payment on per session programs is preferred but payment plans can be arranged if necessary on per session programs if necessary. Monthly Programs will be charged on specific dates to be determined at initial registration.
2. Cash refunds will not be given. If, at any time, an individual is unable to participate in physical activity due to an injury/illness they will receive credit which may be maintained on account until the individual is able to return to physical activity. These credits are transferable to other individuals or used towards the purchase of other services.
3. Any individual failing to show for a scheduled Total Performance Training Center session or Personal Training appointment will forfeit a paid session. On a Monthly Programs you get 2 strikes on missed sessions. After that, there will be a \$15.00 fee charged to your credit card on file for each additional missed session.
4. **Cancellations and rescheduling are to be made 24 hours in advance. Athletes canceling within 24 hours of their appointment will be charged for that appointment. Early cancellation will lessen the possibility of forfeiting a paid session.**
5. Any individual that is 5 – 15 minutes late for a scheduled appointment will receive a modified training session. This means the individual is in proper workout attire, and has performed the dynamic warm-up 15 minutes prior to their scheduled appointment time. This way our trainers can begin training promptly at the scheduled appointment time. If an individual is over 15 minutes late for an appointment they may forfeit that session.
6. We expect a positive and respectful attitude to staff members and other athletes. We also ask that you do not wear any clothing which advertises alcohol, tobacco, profanity, or any sexual connotations. Both girls and boys need to wear clothing that covers the body appropriately.

Initial next to each statement

_____ If any program is cancelled before completion, you will be charged the standard rate of \$35.00 per session used up to that point.

_____ For all monthly programs you are allowed a 1 time, 1 week extension due to missed sessions because of a vacation.

_____ Any individual failing to cancel a scheduled training session or personal training appointment will forfeit a paid session. If you are on a monthly program you get 2 strikes on missed sessions. You will be charged a \$15.00 fee for each additional session missed thereafter.

_____ Programs can be put on pause/canceled without penalty only for serious illness or injury. Documentation may be requested.

_____ If you purchase a package of sessions all sessions must be used within one (1) year of start date listed above.

I have reviewed the Policy Form, understand the conditions, and my questions have been answered.

Date: _____ / _____ / _____

Name:

(First)

(M.I.)

(Last)

Signature

Parent or Guardian's Signature

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT (“AGREEMENT”)

In consideration of my use of the facilities and/or services provided at Total Sports Complex and Total Performance Training Center at 30990 Wixom Road, Wixom Michigan, 48393, and Total Performance Novi at 41550 Grand River Ave, Novi Michigan, 48375, and Total Performance Rochester at 1136 South Rochester Road, Rochester Hills, MI 48307, I represent that I understand the nature of this Activity and that I am qualified, in good health, and in proper physical condition to participate in such Activity. I acknowledge that if I believe event conditions are unsafe, I will immediately discontinue participation in the Activity.

I fully understand that this Activity involve risks of serious bodily injury, including permanent disability, paralysis and death, which may be caused by my own actions, or inaction, those of other participants in the event, the conditions in which the event takes place, or the negligence of the “releasees” named below; and that there may be other risks either not known to me or not readily foreseeable at this time; and I fully accept and assume all such risks and all responsibility for losses, costs, and damages I incur as a result of my participation in the Activity.

I hereby release, discharge and covenant not to sue TOTAL PERFORMANCE TRAINING CENTER, L.L.C., TOTAL SPORTS COMPLEX, TOTAL ROLLER HOCKEY, L.L.C., L.L.C, TOTAL BASEBALL, L.L.C., TOTAL SOCCER, L.L.C. and their respective administrators, directors, agents, officers, volunteers, umpires, referees and employees, other participants, any sponsors, advertisers, and, if applicable, owners and lessors of premises on which the Activity takes place, (each considered one of the “RELEASEES” herein) from all liability, claims, demands, losses, or damages on my account caused or alleged to be caused in whole or in part by the negligence of the “releasees” or otherwise, including negligent rescue operations; and I further agree that if, despite this release, waiver of liability , and assumption of risk I, or anyone on my behalf, makes a claim against any of the Releasees, I will indemnify, save and hold harmless each of the releasees from any loss, liability, damage, or cost which any may incur as the result of such claim.

I have read the RELEASE AND WAIVER OR LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, understand that I have given up substantial rights by signing it and have signed it freely and without any inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this agreement is held to be invalid the balance, notwithstanding, shall continue in the full force and effect.

_____ Date: _____
Printed name of participant

Signature of participant

PARENTAL CONSENT

AND I, the minor’s parent and/or legal guardian, understand the nature of the above referenced activities and the minor’s experience and capabilities and believe the minor to be qualified to participate in such activity. I hereby release, discharge, covenant not to sue and AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS each of the Releasees from all liability, claims, demands, losses, or damages on the minor’s account caused or alleged to have been caused in whole or in part by the negligence of the Releasees or otherwise, including negligent rescue operations, and further agree that if, despite this release, I , the minor or anyone on the minor’s behalf makes a claim against any of the above Releasees, I WILL INDEMNIFY, SAVE AND HOLD HARMLESS each of the Releasees from any litigation expenses, attorney fees, loss liability, damage, or cost any Releasee may incur as the result of any such claim

_____ Date: _____
Printed name of Parent/Guardian

Signature of Parent/Guardian