

# Tony Ortiz's Linebacker University

*Minor Participant's Agreement*

PARTICIPANT'S NAME:

AGE:

## WAIVER AND LIABILITY

By Checking this box, I certify that I, am a parent or legal guardian of the above-referenced minor child (herein referred to as the "Athlete") named on this waiver.

## **ACKNOWLEDGEMENT OF RISK AND DANGER AND ASSUMPTION OF RISK**

By Checking this box, I understand and am aware that the use of Tony Ortiz's Linebacker University (herein referred to as "LBU") and equipment has inherent, unanticipated and unknown risks and dangers that may cause injuries or death. I expressly assume all risk of injury or death that may be sustained during the Athlete's training and use of the facilities and equipment, including the Athlete's own negligence and/or misuse of equipment.

## **PARENT/GUARDIAN/CONSERVATOR INDEMNIFICATION AGREEMENT**

By checking this box, and in consideration of the Athlete being permitted to use the services provided by LBU, I agree to indemnify and hold harmless LBU's officer(s), director(s), agent(s) and employees.

## **RELEASE OF LIABILITY**

By checking this box, I declare that the Athlete has no known medical problems that would preclude their participation in the LBU training program. I attest that the information provided to LBU regarding his/her medical history and physical condition is, to the best of my knowledge, true and correct. I acknowledge that the Athlete's participation in LBU performance training is voluntary, and I further assume all risk of their contracting any illness or medical condition that may result, of a new or pre-existing medical condition. I understand and acknowledge that LBU has no expertise in diagnosing, examining, or treating any medical condition.

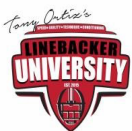
This waiver and release of liability includes, but is not limited to, injuries that result from (a) use of any exercise equipment or facilities provided by LBU, (b) use of any exercise equipment or facilities which may malfunction, and (c) any injuries which occur because of slipping and falling while training at an LBU training site or equipment.

I understand and acknowledge that LBU has made no guarantee of success or improvement as a result of my participation in the Program. I hereby, on behalf of myself, personal representatives, heirs, executors, administrators, agents and assigns, forever release and discharge LBU, and its affiliates / and their respective affiliates, employees, agents, representatives, successors, and assigns from any and all claims or causes of action (known or unknown) that the Athlete may now have or will have in the future arising out, of or related to, the Athlete's participation in the LBU program.

I understand and acknowledge that LBU is not liable for the Athlete's personal belongs (including their own property or for any third-party property that Athlete was in possession of while training with LBU) as well as my personal property.

## **CONFIRMATION**

I HAVE CAREFULLY READ THIS WAIVER AND RELEASE, AND FULLY UNDERSTAND THAT IT IS A COMPLETE RELEASE OF LIABILITY. I HEREBY WAIVE ANY RIGHT THAT I MAY NOW HAVE OR WILL HAVE TO BRING ANY LEGAL ACTION AGAINST LBU, ITS EMPLOYEES, AGENTS, SUCCESSORS OR ASSIGNS, FOR ANY LIABILITIES THAT MAY RESULT, WHETHER DIRECTLY OR INDIRECTLY, FROM LBU TRAINING.



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PARTICIPANT'S NAME:

AGE:

## FINANCIAL POLICY

### PARTICIPANT TYPE - CHECK ONE THAT APPLIES

By Checking this box, I certify that the Athlete is a regular (monthly) client and that I am aware of, and agree to adhere to LBU's financial policy as follows:

Invoices will be administered on a monthly basis and **will be due by the 1<sup>st</sup> or the 15<sup>th</sup> of each month** (the due date will be set by Tony Ortiz). Invoices cover four (4) guaranteed Private training sessions, conducted by Tony Ortiz. Each session will take place at the predetermined training schedule as agreed upon by both parties.

This training package includes unlimited participation in the Group Training sessions conducted by Tony Ortiz.

In the event that inclement weather forces a postponement of a scheduled Private training session, a makeup session will be offered and carried out on a mutually agreed day and time.

The fee for regular clients is determined by Tony Ortiz on a case-by-case basis. Payments may be made by cash or by PayPal to [stephanie.ortiz29@gmail.com](mailto:stephanie.ortiz29@gmail.com). Remittance of any other form of payment will need to be approved by LBU on a case-by-case basis.

-OR-

By Checking this box, I certify that the Athlete is an irregular (drop-in) client and that I am aware of, and agree to adhere to LBU's financial policy as follows:

The fee for drop-in clients is \$75 per session, per client. Payments may be made by cash or by PayPal to [stephanie.ortiz29@gmail.com](mailto:stephanie.ortiz29@gmail.com). Remittance of any other form of payment will need to be approved by LBU on a case-by-case basis.

### ACKNOWLEDGMENT

By checking this box, I understand that the payment I made guarantees the Athlete's time slot and that payment is still due in full even if the Athlete forfeits a previously scheduled time.

BY ENTERING YOUR FULL NAME, YOU CERTIFY THAT YOU ARE THE PARENT OR LEGAL GUARDIAN OF THE ATHLETE WITH WHOM THIS AGREEMENT COVERS.

Parent or Legal Guardian's Name  
(Printed): \_\_\_\_\_

Parent or Legal Guardian's Name  
(Signature): \_\_\_\_\_

DATE: \_\_\_\_\_

