

**BOMMARITO PERFORMANCE SYSTEMS, INC.**  
**INFORMATION FORM AND WAIVER**

PLEASE PROVIDE THE FOLLOWING INFORMATION AND PRINT CLEARLY:

**PARENT / LEGAL GUARDIAN**

<hr/> <p>Name</p>	<hr/> <p>Street Address, Apt #</p>	
<hr/> <p>Email Address</p>	<hr/> <p>City, State, Zip</p>	
<hr/> <p>Phone number - home</p>	<hr/> <p>Phone number - work</p>	<hr/> <p>Phone number - cell</p>

**CLIENT / TRAINEE**

<hr/> <p>Name</p>	<hr/> <p>Phone number - cell</p>	
<hr/> <p>Email Address</p>	<hr/> <p>Level (Varsity or Junior Varsity)</p>	
<hr/> <p>DOB</p>	<hr/> <p>Gender</p>	<hr/> <p>Sport</p>

**HOLD HARMLESS, WAIVER AND RELEASE OF LIABILITY**

Only authorized personnel of BPS shall conduct any of the programs or training sessions. It shall be within the sole discretion of BPS as to what individual or individuals shall conduct which training sessions. BPS reserves the sole and exclusive right to designate the individual or individuals to conduct any training session or program.

Should any part of this contract be deemed unenforceable it shall be severable from the remaining aspects of the contract unless prohibited by law. Failure to enforce any of the terms or conditions of this contract shall not be deemed a waiver. This contract shall be governed by the laws of the State of Florida.

Client/purchaser/trainee hereby agree that participating in any physical activity or other program under this contract is done at his or her own risk. This includes without any limitation any of the equipment, facilities (locker room, parking area, common area) and such other related activities or areas. By signing below you agree that you are voluntarily participating in these activities and that by engaging in the activities and utilizing the facilities and the equipment outlined herein you are assuming all risk of injury or the contraction of any illness or medical condition that might result from your participation in these activities or the utilization of any equipment.

You further understand that you are assuming the risk of all loss or injury with regards to any damage, loss or theft of any personal property. Furthermore, you agree on behalf of yourself, your heirs, personal representatives, executives, spouse, agents or assigns to release and discharge BOMMARITO PERFORMANCE SYSTEMS, INC., it's agents, servants or employees, successors and/or assigns from any and all claims or causes of action arising out of the negligence of BPS it's agents, servants or employees. This Release of all liability includes without any limitation whatsoever any injuries which you incur as a result of the use of any facility, alleged improper maintenance, alleged improper equipment, alleged improper instruction or any other type of negligence alleged on the part of BPS it's agents, servants or employees.

You further agree to release BPS, it's agents, servants or employees from any and all liability relating to any negligent instruction or supervision, negligent hiring/negligent retention of any employee. YOUR SIGNATURE BELOW ACKNOWLEDGES THAT YOU HAVE, WITHOUT ANY COERCION OR INTERFERENCE, CAREFULLY READ THIS ENTIRE AGREEMENT INCLUDING THIS WAIVER AND RELEASE OF LIABILITY AND FULLY UNDERSTAND THAT IT IS A COMPLETE RELEASE OF ALL LIABILITY OF BPS, IT'S AGENTS, SERVANTS AND EMPLOYEES. IN ADDITION YOU HEREBY WAIVE ANY LEGAL ACTION OR THE RIGHT TO ASSERT A CLAIM FOR INJURY OR LOSS OF ANY KIND AGAINST BPS, IT'S AGENTS, SERVANTS AND EMPLOYEES FOR IT'S OWN NEGLIGENCE OR ARISING OUT OF OR IN RELATION TO ANY PARTICIPATION BY YOU, YOUR SPOUSE OR CHILD IN ANY ACTIVITIES CONDUCTED BY BPS OR FROM THE USE OF THE EQUIPMENT, FACILITIES OR SERVICES PROVIDED BY BPS, IT'S AGENTS, SERVANTS OR EMPLOYEES OR ANY DAMAGE OR LOSS TO YOUR PERSONAL PROPERTY.

\_\_\_\_\_  
Parent/Legal Guardian, individually, and as agent for Client(s)

\_\_\_\_\_  
Parent/Legal Guardian, printed name

\_\_\_\_\_  
Date