

WAIVER, RELEASE OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNIFICATION AGREEMENT

N² Performance — Speed, Agility, and Athletic Development Training

PLEASE READ THIS DOCUMENT CAREFULLY BEFORE SIGNING. BY SIGNING, YOU ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

Program / Trainer Information

Program / Business Name: N Squared Performance LLC ("N² Performance")

Trainer / Owner: Nicholas Myers

Training Location(s) / Facility: _____

Participant Information

Participant (Athlete) Name: _____ Date of Birth: _____

Parent / Legal Guardian Name: _____

Phone: _____ Email: _____

Emergency Contact (name and phone): _____

1. Acknowledgment and Assumption of Risk

I understand that participation in speed, agility, strength, conditioning, movement, and athletic development training (the "Activities") involves inherent risks that cannot be eliminated regardless of the care taken to avoid injury. These risks include, but are not limited to: sprains, strains, fractures, bruises, cuts, concussions, joint or ligament injuries, heat-related illness, cardiac events, permanent disability, paralysis, and death. Risks may arise from the Activities themselves, the actions or inactions of other participants, the condition of the facility, grounds, surfaces, or equipment, and weather conditions when training outdoors.

On behalf of myself and the minor Participant named above, I voluntarily accept and assume all such risks, both known and unknown, and accept full responsibility for the Participant's participation in the Activities.

2. Released Parties

As used in this Agreement, "Released Parties" means: N Squared Performance LLC ("N² Performance" or the "Program") and its owner(s); all trainers, coaches, instructors, assistants, helpers, volunteers, employees, and agents of the Program; and the owner(s), operator(s), lessor(s), employees, and agents of any facility, gymnasium, field, park, or grounds where the Activities take place.

3. Release and Waiver of Liability

To the fullest extent permitted by law, I, for myself, my spouse, my heirs, assigns, personal representatives, and next of kin, hereby RELEASE, WAIVE, AND DISCHARGE the Released Parties from any and all claims, demands, causes of action, damages, losses, costs, or expenses of any kind (including attorneys' fees) arising out of or related to the Participant's participation in the Activities, including claims arising from the ordinary negligence of the Released Parties, whether occurring before, during, or after any training session, and whether occurring on or off the premises of any facility or grounds used for the Activities.

This release does not apply to claims arising from gross negligence, recklessness, or intentional misconduct, or to any other claims that cannot be waived under applicable law.

4. Indemnification

I agree to INDEMNIFY, DEFEND, AND HOLD HARMLESS the Released Parties from any and all claims, demands, or causes of action brought by me, by the Participant, or by any third party on the Participant's behalf, arising out of or related to the Participant's participation in the Activities, including any resulting costs, damages, and reasonable attorneys' fees, except to the extent caused by the gross negligence or intentional misconduct of a Released Party.

5. Medical Representation and Authorization

I represent that the Participant is physically fit and has no medical condition that would prevent safe participation in the Activities. I agree to disclose to the Program, in writing, any medical conditions, injuries, allergies, or limitations relevant to the Participant's participation, and to update that information if it changes.

In the event of an injury or medical emergency, I authorize the Released Parties to secure emergency medical treatment for the Participant, including transportation by emergency services, and I agree that I am responsible for all costs of such treatment. I understand the trainers are not medical professionals and that no medical personnel are guaranteed to be present at training sessions.

6. Facility and Grounds

I understand the Activities may take place at facilities or grounds not owned or controlled by the Program. I agree that the release, waiver, and indemnification in this Agreement extend fully to the owners and operators of any such facility or grounds, and I agree to follow all rules of the facility or grounds where the Activities occur.

7. Photo and Video Release (Optional - initial one)

_____ I GRANT permission for photographs and video of the Participant taken during the Activities to be used for the Program's promotional and instructional purposes, without compensation.

_____ I DO NOT grant such permission.

8. Severability, Governing Law, and Entire Agreement

This Agreement is governed by the laws of the state in which the Activities take place (West Virginia or Ohio, as applicable). If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall continue in full force and effect. This Agreement is the entire agreement between the parties concerning its subject matter and may only be modified in writing signed by both parties. This Agreement remains in effect for the duration of the Participant's enrollment in the Program, including all sessions, seasons, and program cycles, unless revoked in writing.

9. Acknowledgment of Understanding

I have read this Agreement, fully understand its terms, and understand that I am giving up substantial rights, including the right to sue for ordinary negligence. I acknowledge that I am signing the Agreement freely and voluntarily, without inducement, and intend my signature to be a complete and unconditional release of liability to the greatest extent allowed by law. I represent that I am the parent or legal guardian of the Participant and have full authority to sign on the Participant's behalf.

Signature of Parent / Legal Guardian

Printed Name: _____ Date: _____

Signature of Participant (age 14 and older, if applicable)

Printed Name: _____ Date: _____

TEMPLATE NOTICE: This document is a general template and is not legal advice. Have it reviewed by an attorney licensed in West Virginia (and Ohio, if operating there) before use. Enforceability of waivers signed by parents on behalf of minors varies by state; maintain general liability insurance in addition to this Agreement.