



Texas Spurs WPSL Training Registration & Waiver

PLAYER INFORMATION:

Name (please print) _____ DOB _____

Street _____ City _____ Zip _____

Cell Phone _____ Email Address _____

School _____

Teams Played for _____

Positions _____

References:

Name & Contact Info _____

Name & Contact Info _____

Emergency Contact

Name _____

Telephone (home) _____ Cell _____ Work _____

WAIVER

I release Texas Spurs FC, EPS Operations, Ed Puskarich, staff coaches, sponsors, or any persons associated with the club from any liabilities injuries, accidents, or damages during my participation.

Furthermore, I ask the staff of Texas Spurs FC to seek medical attention for myself. In the event I request that Texas Spurs transport me to an appropriate facility where medical attention may be provided.

Player Signature

Date

Dare to Dream!!! Work to Achieve!!!

CONTINUING WAIVER AND RELEASE OF LIABILITY AND INDEMNIFICATION

I, _____, am executing the following Continuing Waiver and Release of Liability and Indemnification (this "Release") as a condition to

enrollment as a participant ("Participant") in the athletic training services (the "MJP Training Sessions") offered by Michael Johnson Performance, Inc. ("MJP"). As used herein, the term "MJP Training Sessions" shall mean and include athletic training services and related counseling, training and testing activities, which may include, but are not limited to, nutritional counseling, sports psychology counseling, sports vision testing and training, biomechanical assessment, physical therapy and hydrotherapy. This Release covers all MJP Training Sessions wherever and whenever they may be held, whether at the Michael Johnson Performance Center at Craig Ranch, 6051 Alma Drive, McKinney, Texas 75070, or some other location. By signing below, I, as the Participant (or, if applicable, Participant's legal guardian) expressly understand, assume and consent to all the terms, conditions and risks set forth herein.

1. Continuing Nature of Release. This Release covers all future MJP Training Sessions that I participate in until it is expressly terminated by me in writing, such that MJP may rely upon this Release in permitting my enrollment in any number of MJP Training Sessions over any period of time subsequent to the effective date shown below. I acknowledge that, if I am under the care of a physician, it is my obligation to consult with my physician before commencing any new MJP Training Sessions, and I agree to do so and to advise MJP if I have been advised against participation in the MJP Training Sessions by my physician.

2. Participant's Assumption of Risk.

- A) I represent that I am at least eighteen (18) years of age or older, or, if I am not 18 years of age, that this Release has been countersigned on my behalf by my legal guardian. I hereby further state that I currently suffer from no physical or mental condition that would impair my ability to fully participate in the MJP Training Sessions.
- B) By signing below, I further understand and agree that participation in the MJP Training Sessions is voluntary, and that such participation carries with it certain inherent and unavoidable risks, including an increased risk of serious illness, injury, paralysis, or even death. With full awareness of such risks, I agree that I assume the risk of participating in the MJP Training Sessions, including any such risk of death, injury and other losses and damages sustained by me arising out of or in connection with the MJP Training Sessions or any system or equipment used in connection with the MJP Training Sessions. I further understand and agree that the MJP Training Sessions involve a variety of activities requiring intense physical activity at a high intensity heart rate level and I acknowledge that MJP has advised me I should consult with my physician before participating in the MJP Training Sessions. I certify that I am physically fit and sufficiently trained for participation in the MJP Training Sessions and that I have not been advised against participation by a qualified health professional.
- C) If I am under the care of a physician, my enrollment in the MJP Training Sessions will be made known to my physician by me. My involvement in the MJP Training Sessions will be in accordance with my physician's instructions regarding the MJP Training Sessions. MJP and its respective representatives shall in no way be responsible for my compliance with my physician's instructions. I expressly agree that I am solely responsible for my compliance with my physician's instructions.
- D) I shall be liable for any damages to MJP or its property caused by me or my guests.

3. Indemnification. I hereby indemnify, release and discharge MJP and its owners, directors, officers, employees and agents from any liability, claims, losses, judgments, costs, or expenses arising directly or indirectly from my participation in the MJP Training Sessions, including claims or damages resulting from death, personal injury, partial or permanent disability or property damage, medical or economic losses, including attorney's fees, whether caused in whole or in part from any instruction or training hereunder and whether based upon the breach of any express or implied warranty, negligence or under any other legal theories. I further indemnify, release, and forever discharge MJP from any liability, claims, losses, costs or expenses arising directly or indirectly from my use of the Michael Johnson Performance Center or MJP Training Sessions.

4. Disclaimer

- A) I hereby acknowledge that the MJP Training Sessions are provided "AS IS", without warranties of any kind, express or implied, nor am I guaranteed any individual results. I am personally responsible for the achievement of my individual performance goals. I further understand and agree that MJP and its respective representatives expressly disclaim any and all express or implied warranties arising by law, contract, or otherwise and any other alleged obligation or liability arising from contract negligence, tort, or otherwise, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose with respect to the MJP Training Sessions or any products or services offered or endorsed by MJP or its respective representatives. Under no circumstances shall MJP or its respective representatives be liable for special, indirect, incidental or consequential damages of any nature whatsoever.
- B) I hereby waive and release MJP and its respective representatives from any claims based on any oral or written statements made prior to or contemporaneous with this Release and disclaim any reliance on any such statements.

5. Acknowledgement of Release Terms and Conditions. I acknowledge that this Release shall be binding upon me and my respective heirs, executors, administrators and legal representatives. As used herein, the terms "Participant," "I," and "me" or "my" shall also refer to and include my legal guardian or other authorized representative that signs this Release on behalf of me. In the event that Participant is a minor, any person signing this Release on behalf of Participant hereby represents and warrants to MJP that he or she is in fact duly qualified at law to act for and bind Participant, and is authorized to do so. As used herein, the term "MJP" shall include its duly authorized directors, officers, employees and agents. This Release commences in effect as of the date shown below and shall continue in effect not only for the MJP Training Sessions referenced above, but for any and all future activities that I may engage in under the supervision of MJP, regardless of whether such activities are conducted at the Michael Johnson Performance Center or elsewhere, such that it shall not be necessary for me to execute a separate Release each time I engage the services of MJP, although I agree to do so if requested by MJP in the future.

6. I understand that MJP may collect information from or about me including but not limited to, my name, image, birth date, contact information, physical characteristics and other information about my body, athletic performance, and physical condition. I acknowledge that MJP will store this data in the United States and may use the data for any lawful purpose, including but not limited to, designing and improving products, providing performance evaluations to me and my coaches, and better understanding the impacts of specific activities and products on athletic performance over time. MJP may also share the data it collects with affiliated companies and partners, including Nike, Inc."

IN WITNESS WHEREOF, this Release is executed to be effective as of _____ (Date)

PARTICIPANT:

PARTICIPANT'S LEGAL GUARDIAN:

MICHAEL JOHNSON PERFORMANCE, INC.

(Signature)

(Signature)

(Signature)

(Print Name)

(Print Name)

(Print Name)

(Relationship to Participant)

(Print Name and Title)