

*****IMPORTANT - PLEASE READ CAREFULLY*****

ACCELERATION MINNESOTA

PROGRAM ACKNOWLEDGMENT AND RELEASE

I, _____ (participant), and _____ (parent or guardian, if participant is under age 18), in consideration for my participation in the AMI Training Program(s) ("the Program") offered by AMI Enterprises, LLC, also known as Acceleration Minnesota ("AMI"), do hereby covenant and agree to the following:

Program. I understand and agree that:

1. The fee for the Program in which I am participating is \$ _____;
2. Payment in full is required prior to the commencement of the first session of the Program and no cash refunds will be given for my failure to complete the Program;
3. If program is cancelled 1-30 days prior to start date, a \$100 reservation and administration fee will be retained by Acceleration Minnesota.
4. Under AMI's NO-SHOW policy, if I do not attend or I am more than ten (10) minutes late for a scheduled appointment, AMI has the option to charge me for the session as if I had participated in and completed it;
5. Any sessions remaining on the Program after seven (7) weeks from the date of commencement will be forfeited, unless alternative arrangements have been made with AMI in advance; and cancellation of any scheduled session(s) must be made with at least 24 hours notice. Failure to do so will result in a forfeiture of that/those sessions.
6. AMI, its employees or agents, have not provided me with any warranties or representations that participation in the Program will improve or enhance my performance or physical condition.
7. AMI may collect and obtain data as a result of my participation in the Program and use such information in reports or publications. My identity will not be associated with any such reports unless I give my specific consent to do so.

Waiver and Release. I acknowledge and agree that:

By signing this document, I declare that I have no known medical problems that would preclude my participation in the Program, and the information provided to AMI regarding my medical history and physical condition is, to the best of my knowledge, true and correct. My Participation in the AMI program is voluntary and I assume all risk of injury or contraction of any illness or medical condition that may result, or the aggravation of any pre-existing medical condition I may have, or any damage, loss or theft of any personal property resulting or arising out of my participation in the Program. I understand and acknowledge that AMI has no expertise in diagnosing, examining or treating any medical condition, whether existing or incurred as a result of my participation in the AMI program. I understand and acknowledge that AMI has made no guaranty 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 AMI, its affiliates, employees, agents, representatives, successors and assigns from any and all claims or causes of action (known or unknown) that I may now have or will have in the future as a result of AMI's negligence. 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 AMI; (b) use of any exercise equipment or facilities which may malfunction, (c) AMI's improper maintenance of any exercise equipment or facilities, (d) any negligent instruction or supervision provided by AMI, and (e) any injuries which occur because of slipping and falling while on AMI premises or equipment. **I HAVE CAREFULLY READ THIS WAIVER AND RELEASE AND FULLY UNDERSTAND THAT IT IS A COMPLETE RELEASE OF LIABILITY. THAT I HEREBY WAIVE ANY RIGHT THAT I MAY NOW HAVE OR WILL HAVE TO BRING ANY LEGAL ACTION AGAINST AMI, ITS EMPLOYEES, AGENTS, SUCCESSORS OR ASSIGNS, FOR ANY LIABILITIES THAT MAY RESULT, WHETHER DIRECTLY OR INDIRECTLY, FROM AMI'S NEGLIGENCE.**

Miscellaneous. The provisions in this document are severable and if any provision is determined to be illegal or unenforceable, the remaining provisions and any partially enforceable provision shall nevertheless be enforceable unless otherwise prohibited by the laws of the State of Minnesota. AMI's failure to enforce any remedy or provision of this document shall not be construed as a waiver of such remedy or provision.

Cancellation Policy:

- a) If program is cancelled 30 days prior to start date, a full refund will be issued.
- b) If program is cancelled 1-30 days prior to start date, a \$100 reservation and administration fee will be retained by Acceleration Minnesota.
- c) There is no refund once the program has started unless an injury or a medical doctor excused illness.
- d) Cancellation of sessions during the program must be made with at least 24 hours notification. Failure to do so will result in a forfeiture of those sessions.

By signing below, I acknowledge that I have carefully read and fully understand this acknowledgment and release.

Patron: _____ Date: _____

Signature: _____

Print Name: _____

Parent or Guardian (if applicable): _____ Date: _____

Signature: _____

Print Name _____