

Fill out your information below

Name: _____

Email: _____

Phone Number: _____

Select Your Plan and List Name of Swolemate or Family members if applicable

Membership Options	
4.99/ week for one year, auto renew after one year month to month	<input type="checkbox"/>
Individual \$259.48/Year	<input type="checkbox"/>
Swolemates 373.43/Year, 186.72 Each	<input type="checkbox"/> _____
Family 854.93/year, 170.99 Each	<input type="checkbox"/> _____
_____	_____

Complete this Checklist before turning in your Waiver

- All pages of waiver filled out completely
- Door Access Set Up
- Plan Purchased
- Above Information Filled Out Completely

NAME _____

DATE _____

ATTENTION

This facility is under 24-hour recorded video surveillance, which may be retained by the CLUB for subsequent review, and MEMBER access usage is logged.

MEMBER may not bring in guests at any time without the prior **written consent** of the facility staff. Furthermore, if this policy is violated, at the sole discretion of the facility management, the MEMBER will have their membership suspended or canceled and be assessed a penalty of up to \$250.00.

MEMBER may not allow anyone else to use their means of access and must alert the CLUB immediately if it is lost or stolen. Violating this policy carries the same penalties as violating the guest policy.

MEMBERS who do not have their means of access will not be allowed into the facility during non-staffed hours, nor should they enter the facility during unstaffed hours.

Personal training services provided in this facility may be provided either by employees of the CLUB or by independent contractors to the CLUB, who will pay the trainers as the services are provided.

Signed X _____

Printed Name _____

Member /Guardian Initials _____

NAME _____

DATE _____

CLUB RULES & REGULATIONS
ADDITIONAL TERMS AND CONDITIONS

DEFAULT AND LATE PAYMENTS: Should you default on any payment obligation as called for in this agreement, the CLUB will have the right to declare the entire remaining balance due and payable and you agree to pay allowable interest, and all costs of collection, including but not limited to collection agency fees, court costs, and attorney fees. A default occurs when any payment due under this agreement is more than ten days late. A service fee will be charged immediately for any check, draft, credit card, or order returned for insufficient funds or any other reason. Should any payment become more than ten days past due, you will be charged a late fee. If the MEMBER is paying dues by Electronic Funds Transfer (EFT), the CLUB reserves the right to draft via EFT all amounts owed by the MEMBER including any and all late fees and service fees. Subject to appropriate State and Federal Law. (NOTE: MEMBERS paying dues by EFT are subject to \$10.00 per payment increase of dues if EFT payment is stopped or changed to a coupon book. This will not affect any other provisions of this agreement.)

SALES TAX: Notwithstanding any other provisions of this Agreement, you understand and agree that the amount of your membership dues is based on current sales tax rates and to the extent such rates should increase during your membership, the CLUB has the right to increase your membership dues by the amount of such increase. If you have requested the privilege of paying your dues by pre-authorized electronic funds transfer, the amount so transferred will be adjusted to reflect any increase in the sales tax rate.

RIGHT TO CHANGE DESIGNATED BILLING COMPANY: The CLUB hereby reserves the right to change the Designated Billing Company at their discretion and without warning. If such a change is made, the full terms and conditions of this agreement will continue to apply and you agree to authorize the new Designated Billing Company to continue drafting your account.

MEMBERSHIP FREEZE POLICY: If you have a term membership (i.e. 12-month, etc.) you may freeze time on your membership for a medical reason that requires abstaining from all physical activity. Freezes can be from 30 to 90 days at a time. We may ask for documentation to verify your situation, including specific restrictions from all physical activity and monthly updates to continue the freeze. Freezing time on your membership does not stop your membership payments. You are still liable for your original payment schedule. Once you resume any usage of the CLUB, the freeze will terminate. Time of any freeze will be credited to the end of your membership's original term. Military Members: If at anytime during the term of your agreement, you are deployed or assigned to active duty, the CLUB will allow you to freeze your membership for the time in which you are absent upon written request from you or an email to athleticprovinggrounds@gmail.com. You will need to provide proof of deployment or assignment detailing your absence and the applicable time period.

NOTICE: ANY HOLDER OF THIS AGREEMENT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF, RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

MEMBER OBLIGATIONS: (1) MEMBER agrees to abide by all CLUB policies, follow the directions of the staff regarding safety and security issues, and to treat the staff and other MEMBERS with courtesy. (2) MEMBER agrees to pay dues on time, including notifying the CLUB promptly if banking or credit card information used for automatic payment changes, or to be charged a declined payment fee and/or a late fee per delinquent payment. (3) MEMBER agrees to pay all costs of collection incurred by the holder of this agreement if this account becomes more than 60 days past due. (4) MEMBER agrees to continue to fulfill the financial obligation of this agreement, except as allowed below.

ATHLETIC PROVING GROUNDS MEMBERSHIP: Membership terms and conditions can be found at www.athleticprovinggrounds.com

SUMMARY OF MEMBERSHIP POLICIES

MEMBER, by executing this Agreement, does hereby join the CLUB and such membership entitles the MEMBER to use the facilities. The MEMBER is entitled to use the facility only and MEMBER shall be required to provide MEMBER's own athletic equipment and clothes. The MEMBER may also be charged for purchases through the use of their key or account number. MEMBER must present upon entering the CLUB his/her membership card. MEMBER agrees that MEMBER may be denied access to the CLUB without his/her membership card. MEMBER agrees to abide by all membership regulations of the CLUB. MEMBER agrees to comply with stated and customary rules for participation and use of equipment. Unless cancelled as provided in this Agreement, MEMBER will be responsible for all payments due and owing under this Agreement, even if MEMBER does not use the CLUB's facilities and services. However, in the event of death or disability, liability for fees will terminate as of the date of death or disability. If the CLUB becomes temporarily unavailable due to an event such as fire, flood, loss of lease, or the like, we will extend the MEMBER's membership privileges for the period the facilities were unavailable.

Member /Guardian Initials _____

NAME _____

DATE _____

If MEMBER violates this Agreement and the terms contained therein or any of the rules and regulations for use of the facility, the CLUB may suspend the MEMBER's right to use the facility until such time as the MEMBER provides the CLUB with reasonable assurance of future compliance. During the period of any such suspension, the MEMBER shall not be entitled to a credit for any prepayment of dues or other fees due or paid pursuant to this Membership Agreement. In the event MEMBER continues to violate the terms of this Agreement or the rules and regulations governing the facility, the MEMBER's membership may be terminated by the CLUB, and the balance of the contract declared due and payable in full immediately.

MEMBER agrees that he/she shall not engage in any type of commercial or business activity while using the facilities. MEMBER shall not act as a trainer for any other MEMBERS or guests and any acts which constitute such business activities are strictly forbidden. If MEMBER engages in such commercial or business activities MEMBER's membership shall be subject to immediate cancellation and the balance of the contract declared due and payable in full immediately.

MEMBER agrees that MEMBER shall abide by the CLUB dress code at all times while in the facility. Do not wear blue jeans or any pants/shorts that have blue jean type seams or rivets. Flip-flops or bare feet are not allowed in the CLUB.

MEMBER agrees that MEMBER shall not use loud or profane language upon the CLUB premises nor shall MEMBER molest, badger, assault or harass other CLUB MEMBERS, guests or employees. If MEMBER engages in such behavior, MEMBER's membership shall be subject to immediate cancellation, and the balance of the contract declared due and payable in full immediately.

MEMBER understands that the CLUB prohibits the use of any drugs or steroids and MEMBER agrees not to use any drugs or steroids on the CLUB premises. MEMBER acknowledges and is aware that steroids can cause numerous physical, mental, and emotional problems relating to physical maturity and growth and may cause heart disease, strokes, liver dysfunction, sterility and infertility, and many other adverse health problems. MEMBER recognizes and acknowledges that there are serious criminal and civil penalties for the illegal possession, sale, use, trading, or exchange of steroids and no such activity is allowed upon CLUB premises. MEMBER understands MEMBER may be photographed at the CLUB. By execution of this Agreement, MEMBER agrees to allow MEMBER's photo, video or film likeness to be used for any legitimate purpose by the CLUB and by Vargo Family Holdings LLC, Vargo Trained LLC, and their respective producers, sponsors, organizers and/or assigns, in their discretion. MEMBER acknowledges that by signing this Agreement, MEMBER gives up all claims of ownership, income, editorial content, and use of such media, and assigns all copyright ownership to Vargo Family Holdings LLC, and Vargo Trained LLC.

MEMBER agrees that if MEMBER fails to use the CLUB facilities that shall not release the MEMBER from the obligation to make all payments required by the terms of this Membership Agreement.

Arbitration: All disputes (except small claims under \$1,000) will be settled by binding arbitration before a single arbitrator under the authority of the Federal Arbitration Act, conducted by and in accordance with the rules and procedures of the American Arbitration Association. The arbitration will take place in the county in which this CLUB is located unless otherwise agreed. All arbitration proceedings must be made by an individual claimant, and will not be conducted on a "class" basis. The decision of the arbitrator must be a reasoned award. The decision of the arbitrator will be final and binding on all parties and may be enforced by a judgment entered upon the arbitration award by any state or federal court in this state. Any award from the arbitrator may be appealed under the Appellate Arbitration Rules of the American Arbitration Association.

Should this Agreement be placed in the hands of an attorney for the violation of any provision contained herein, the parties agree the CLUB shall be entitled to recover all costs and expenses resulting there from, including a reasonable amount as attorney's fees. The parties hereby agree that the whole agreement between the parties relating to the subject matter hereof is contained in this Agreement and shall supersede any prior understandings, arrangements, commitments, or undertakings of the parties, whether written or oral, express, or implied.

This Agreement may not be amended or modified except by an instrument in writing executed by the parties hereto.

MEMBER authorizes the CLUB, Vargo Family Holdings LLC, Vargo Trained LLC, and their authorized designees to contact them by email, telephone, or by other means. Subject to applicable law, Member agrees that any of these parties may contact Member at any mailing address, phone number or e-mail address set forth on the face of this agreement, or any other address subsequently provided to, or obtained by, any such party. By signing this agreement, MEMBER hereby consents to receive autodialed and/or pre-recorded telemarketing calls and/or text messages from or on behalf of the CLUB, Vargo Family Holdings LLC, Vargo Trained LLC, and/or their authorized designees, and MEMBER understands that such consent is not a condition of purchase.

If the Primary MEMBER or any of the Additional MEMBERS on this agreement choose to utilize the vending machines or purchase products directly from the CLUB using their assigned Key, the Primary MEMBER hereby agrees to have the cost of such purchases, including Sales Tax, added to the next draft in addition to their membership dues.

The CLUB retains the right to modify these policies without warning. Reasonable rules and regulations may be posted in the Membership Guide or at the CLUB from time to time and all MEMBERS shall be subject to strict compliance therewith. The most current copy of the Membership Guide can be found at the CLUB or at the CLUB's website.

SAFETY NOTICES

This facility is under 24-hour recorded video surveillance, which may be retained by the CLUB for subsequent review, and MEMBER access usage is logged.

MEMBER may not bring in guests at any time without the prior written consent of the facility staff. Furthermore, if this policy is violated, at the sole discretion of the facility management, the MEMBER may be charged a guest fee and/or have their membership

Member /Guardian Initials _____

NAME _____

DATE _____

suspended or canceled, the balance of the contract declared due and payable in full immediately, and be assessed a penalty of up to \$250.00. MEMBER may not allow anyone else to use their means of access and must alert the CLUB immediately if it is lost or stolen. Violating this policy carries the same penalties as violating the guest policy.

MEMBERS who do not have their means of access will not be allowed into the facility during non-staffed hours, nor should they enter the facility during unstaffed hours.

Personal training services provided in this facility may be provided either by employees of the CLUB or by independent contractors operating their own business who are retained by the CLUB. Regardless, all payments for personal training services are to be made to the CLUB, who will pay the trainers as the services are provided.

MEMBER has access to a free orientation to the facility and the proper use of all equipment. It is the MEMBER's responsibility to request this orientation.

It is MEMBER's responsibility to wipe down all equipment after each use and re-rack the weights they use.

MEMBER is required to use the safety features of the equipment. If you are unsure of how to use a machine, you should obtain instructions from the staff or personal trainers.

Each MEMBER is responsible for understanding how to operate the panic alarms and agree to use them only in case of an emergency.

Horseplay, vulgar language, abuse of the equipment, working out while intoxicated, or other inappropriate behavior will not be tolerated and may result in the suspension or cancellation of the MEMBER's membership, and the balance of the contract being declared due and payable in full immediately.

Photography and/or videography are not allowed anywhere in the CLUB.

Age Requirements – Persons under the age of 18 are not permitted in the CLUB without their legal guardian. If you are 16-17, a parent or guardian must co-sign your waiver to workout by yourself. No persons under the age of 13 are permitted in the CLUB.

PHOTO APPROVAL

MEMBER understands MEMBER may be photographed at the CLUB. By execution of this Agreement, MEMBER agrees to allow MEMBER's photo, video or film likeness to be used for any legitimate purpose by the CLUB and by Vargo Family Holdings LLC, Vargo Trained LLC, and their respective producers, sponsors, organizers and/or assigns, in their discretion. MEMBER acknowledges that by signing this Agreement, MEMBER gives up all claims of ownership, income, editorial content, and use of such media, and assigns all copyright ownership to Vargo Family Holdings LLC, and Vargo Trained LLC.

Authorization for Preauthorized Payments (Promise To Pay)

I/We hereby authorize the Designated Billing Company selected by this CLUB to draw items (checks, electronic fund transfers, charge card) for the purpose of paying the membership dues, including any late fees or service fees, as well as other purchases, on the account indicated below. Subject to the following conditions:

- (1) The items outlined in Your Membership Agreement (recurring dues, annual fees, enrollment fees, etc.) shall be drawn on or about the date or dates set forth in the Membership Agreement. By signing below, You authorize the Company to draft via EFT said amounts from the account or card identified herein. The transactions on Your bank, debit, or credit card statement shall constitute receipts for payment on Your account.
- (2) One-Time Transfers: When You provide a check as payment, You authorize the Company either to use information from Your check to make a one-time EFT from Your account or to process the payment as a check transaction. When the Company uses information from Your check to make an electronic fund transfer, funds may be withdrawn from Your account as soon as today's date.
- (3) If the regular payments set forth in the Membership Agreement should vary in amount, You are entitled to notice at least 10 days before each payment of when it will be made and how much it will be. However, by executing this preauthorization, You choose to instead get this notice only when the payment would differ by more than \$50.00 from the most recent payment You have made.
- (4) By executing this Agreement, You acknowledge Your awareness that certain disclosures required by the Electronic Funds Transfer Act and its regulations.
- (5) The privilege of making EFT payments under this arrangement may be revoked by the Company if any item is not paid upon presentation.
- (6) If this preauthorization payment arrangement is revoked for any reason, this does not release You from Your obligation under Your Membership Agreement.
- (7) If any payment is not paid upon presentation to Your bank or credit/debit card company for any reason, a service fee will be assessed and drafted. A late fee will be assessed and drafted should any recurring payment become past due.

Member /Guardian Initials _____

NAME _____

DATE _____

(8) By executing this Agreement, You authorize Club and Club's agents, including its third party payment processing companies ("Club's Agents"), to store the account or card information provided by You on or in relation to this Agreement and/or Your Club Membership Agreement ("Club Agreement"), as well as any other account or card information provided by You through any means to Club or Club's Agents (including information provided in person, online or over the phone) for purposes of making any payment in relation to this Agreement and/or Your Club Agreement (hereinafter, "Payment Information"). Club and/or Club's Agents will use the stored Payment Information to process payment of all dues, fees, taxes, purchases and incidental charges that are due or will become due, including all items on the Payment Schedule, fees identified in Your Club Agreement, membership-related obligations, retail transactions, personal training purchases, group exercise purchases, childcare fees, or other purchases. Club and/or Club's Agents may also use the stored Payment Information to process payments owed in relation to all subsequent Agreements entered between You and Club. The fixed dates or intervals on which transactions will be processed and the transaction amounts (including all associated fees, taxes, and charges) and/or a description of how they will be calculated are more specifically set forth in the Payment Schedule and other terms of Your Club Agreement. If Your Club Agreement will automatically renew at the end of the Term defined therein, the stored Payment Information will be used to process payments owed in relation to the renewal term. This consent to store Payment Information will not expire unless it is expressly revoked. The general cancellation and refund policies provided in Your Club Agreement will apply to this consent. If any changes are made to the terms of this consent, an e-mail notifying You of such changes will be sent to the e-mail address provided by You on the face of Your Club Agreement or, if an e-mail is not provided, notice will be sent to the mailing address provided on Your Club Agreement.

(9) This preauthorization payment arrangement shall apply to the following Applicant(s):

MEMBER ASSUMPTION OF RISK AND RELEASE

I understand the risk of injury from CLUB activities and using any CLUB equipment is significant, including the potential for permanent paralysis and death, I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown. I acknowledge that this is an UNSUPERVISED FITNESS CENTER and I assume all risks associated with using exercise equipment and other products and machines and exercising alone without the aid and presence of CLUB staff on the premises. In addition, I acknowledge that club activities may include outdoor activities which may present additional risks, such as slippery surfaces, uneven surfaces, loose rock or gravel, and unseen roots and other items. I understand that this CLUB, The Athletic Proving Grounds is independently owned and operated by Vargo Family Holdings LLC. I HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS Vargo Family Holdings LLC, Vargo Trained LLC, and its affiliates AND THE OWNERS OF ALL CLUBS WITHIN THE Vargo Family Holdings LLC and Vargo Trained LLC SYSTEM, as well as all sponsors and advertisers, and all owners and lessors of the premises of such clubs, and their respective officers, affiliates, agents and employees WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, LOSS OR DAMAGE to person or property that may arise out of or in connection with my use of any of the equipment products and machines or the facilities of the CLUB, or any indoor or outdoor exercise program offered at or by the CLUB, or of any other Vargo Family Holdings LLC or Vargo Trained LLC club, or any incident that occurs while using such facilities, or otherwise related to my membership.

I expressly agree that this release is intended to be as broad and inclusive as permitted by applicable law and if a portion of this release is held invalid, the balance shall remain in full force and effect. This release shall apply to my heirs, assigns, personal representatives and any other next of kin. I understand that the CLUB is relying on this release in agreeing to enter into this Agreement.

I HAVE READ THE RELEASE OF LIABILITY AND ASSUMPTIONS OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS AND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

ADDITIONAL TERMS AND CONDITIONS – I hereby confirm that I am aware of and agree to the terms and conditions on both the front and back of this document.

Parent or Guardian Signature (if minor) _____

Printed Name of Participant _____

Participant Address:

Date _____

T: _____ IG: _____ Referred by: _____

Member /Guardian Initials _____

NAME _____

DATE _____

All **5** pages must be completed ahead of anyone participating in any program held by at
The Athletic Proving Grounds in Tipp City or The Halls of Hanover Gym in Minster.

If the participant is under 18, a legal guardian must complete the documents.

PARTICIPANT NAME: FIRST _____ LAST _____

Release and Waiver of Liability and Indemnity Agreement (Read Carefully Before Signing)

In consideration of being permitted to participate in any way in the Athletic Testing/ FIT Groups / M.O.S.T / Athletic Proving Grounds/Volt/Vargo Trained/Vargo Family Holdings Program(s) indicated below and/or being permitted to enter for any purpose any restricted area (here in defined as any area where in admittance to the general public is prohibited), the parent(s) and/or legal guardian(s) of the minor participant named below agree:

1. The parent(s) and/or legal guardian(s) will instruct the minor participant that prior to participating in the below Athletic Testing/ FIT Groups / M.O.S.T / Athletic Proving Grounds/Volt/Vargo Trained/Vargo Family Holdings Program(s), or event, he or she should inspect the facilities and equipment to be used, and if he or she believes anything is unsafe, the participant should immediately advise the officials of such condition and refuse to participate. I understand and agreed that, if at any time, I feel anything to be UNSAFE, I will immediately take all precautions to avoid the unsafe area and REFUSE TO PARTICIPATE further.

2. I/WE fully understand and acknowledge that: (a) There are risks and dangers associated with participation in Athletic Testing/ FIT Groups / M.O.S.T / Athletic Proving Grounds/Volt/Vargo Trained/Vargo Family Holdings Program(s) events and activities which could result in bodily injury, partial and/or total disability, paralysis and death. (b) The social and economic losses and/or damages, which could result from these risks and dangers described above, could be severe. (c) These risks and dangers may be caused by the action, inaction or negligence of the participant or the action, inaction or negligence of others, including, but not limited to, the Releasees named below. (d) There may be other risks not known to us or are not reasonably foreseeable at his time.

3. I/WE accept and assume such risks and responsibility for the losses and/or damages following such injury, disability, paralysis or death, however caused and whether caused in whole or in part by the negligence of the Releasees named below.

4. I/WE HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE the Athletic Testing/ FIT Groups / M.O.S.T / Athletic Proving Grounds/Volt/Vargo Trained/Vargo Family Holdings Program(s) facility used by the participant, including its owners, managers, promoters, lessees of premises used to conduct the Athletic Testing/ FIT Groups / M.O.S.T / Athletic Proving Grounds/Volt/Vargo Trained/Vargo Family Holdings Program(s) event or program, premises and event inspectors, underwriters, consultants and others who give recommendations, directions, or instructions to engage in risk evaluation or loss control activities regarding the Athletic Testing/ FIT Groups / M.O.S.T / Athletic Proving Grounds/Volt/Vargo Trained/Vargo Family Holdings Program(s) facility or events held at such facility and each of them, their directors, officers, agents, employees, all for the purposes herein referred to as "Releasee"...FROM ALL LIABILITY TO THE UNDERSIGNED, my/our personal representatives, assigns, executors, heirs and next of kin FOR ANY AND ALL CLAIMS, DEMANDS, LOSSES OR DAMAGES AND ANY CLAIMS OR DEMANDS THEREFORE ON ACCOUNT OF ANY INJURY, INCLUDING BUT NOT LIMITED TO THE DEATH OF THE PARTICIPANT OR DAMAGE TO PROPERTY, ARISING OUT OF OR RELATING TO THE EVENT(S) CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE RELEASEE OR OTHERWISE.

5. I/WE HEREBY acknowledge that THE ACTIVITIES OF THE EVENT(S) ARE VERY DANGEROUS and involve the risk of serious injury and/or death and/or property damage. Each of THE UNDERSIGNED also expressly acknowledges that INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE RELEASEES.

6. EACH OF THE UNDERSIGNED further expressly agrees that the foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the Province or State in which the event is conducted and that if any portion is held invalid, it is agreed that the balance shall, notwithstanding continue in full legal force and effect.

Release and Waiver of Liability and Indemnity Agreement (Read Carefully Before Signing)

7. On behalf of the participant and individually, the undersigned partner(s) and/or legal guardian(s) for the minor participant executes this Waiver and Release. If, despite this release, the participant makes a claim against any of the Releasees, the parent(s) and/or legal guardian(s) will reimburse the Releasee for any money which they have paid to the participant, or on his behalf, and hold them harmless.

Member /Guardian Initials _____

NAME _____

DATE _____

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Facility Name The Athletic Proving Grounds, operated by Vargo Family Holdings LLC.

Facility Address 475 South First Street

Tipp City, OH 45371

Parent or Guardian Signature (if minor) _____

Printed Name of Participant _____

Participant Address:

Date _____

EMERGENCY CONTACT

Name of Participant _____

Address of Participant _____

Date of Birth ___/___/___

Allergies _____

Medications _____

Primary Emergency Contact Name _____

Address _____

Telephone (____) ____-____ Telephone (____) ____-____

Secondary Emergency Contact Name _____

Address _____

Telephone (____) ____-____ Telephone (____) ____-____

ATHLETIC CONSENT FORM

Name of Participant _____

Address of Participant :

Name of Organization(s)

Athletic Testing/ FIT Groups / MaS / Athletic Proving Grounds/

Volt/Vargo Trained/Vargo Family Holdings

Address of Organization 475 South First Street

Tipp City, OH 45371

I, the undersigned, hereby acknowledge that certain risks of injury are inherent to participation in recreational activities and athletic activities. These risks and dangers may be caused by the action, inaction or negligence of the participant or others. There may be other risks not known or reasonably foreseeable at this time.

I, the undersigned accept and assume such risks and responsibility for the losses and/or damages following such injury, however caused, and whether caused in whole or in part by the negligence of the Participant named above.

I understand the intensity of the given activity. If the above Participant has a temporary restriction (sickness, sprain or soreness) I will inform the appropriate instructor on a daily basis in writing.

Having read the above statement I am aware of the inherent risk of injury involved in athletic participation. Finally, I understand that in accepting the risks associated with athletic participation I will also share the responsibility of minimizing those risks.

Signature of Parent/Guardian (participant if 18+) _____ Date _____

Member /Guardian Initials _____

NAME _____

DATE _____

MEDIA CONSENT FORM

I, the undersigned, accept and acknowledge that there should be no assumption of privacy while interacting with or participating in Athletic Testing/ FIT Groups / M.O.S.T / Athletic Proving Grounds/Volt/Vargo Trained/Vargo Family Holdings Program(s), their representatives, and those acting under their permission and upon their authority. I hereby consent that all interactions past and information involved in the aforementioned programs are subject to, photographs, videos, recordings, and dissemination **including but not limited to personal conversations and discussions of medical / personal happenings involving myself/the participant that I have the authority to grant consent may be published** as photographs, recordings, audio, and videos may appear on social media, billboards, commercials, newspapers, radio and/or other forms of communication in the future.

I hereby grant Athletic Testing/ FIT Groups / M.O.S.T / Athletic Proving Grounds/Volt/Vargo Trained/Vargo Family Holdings Program(s), their representatives, and those acting under their permission and upon their authority, permission to take and use my/my child's video/photographic image and audio for the production of video, printmaking, and other media uses and/or other forms of communication in the future.

I hereby consent that such information, photographs, videos, and the recordings made shall be the property of the Athletic Testing/ FIT Groups / M.O.S.T / Athletic Proving Grounds/Volt/Vargo Trained/Vargo Family Holdings Program(s); they shall have the right to duplicate and reproduce such information, photographs, videos, and the recordings.

On behalf of the participant and individually, the undersigned partner(s) and/or legal guardian(s) for the minor participant executes this Waiver and Release. I understand that the use of photographs, recordings, audio, and videos may appear on social media, billboards, commercials, newspapers, radio and/or other forms of communication in the future and the use of will not be monetarily or otherwise compensated.

On behalf of the participant and individually, the undersigned partner(s) and/or legal guardian(s) for the minor participant executes this Waiver and Release. If, despite this release, the participant makes a claim against any of the Releasees, the parent(s) and/or legal guardian(s) will reimburse the Releasee for any money which they have paid to the participant, or on his behalf, and hold them harmless.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

IN WITNESS WHEREOF I have hereunto set my hand in the State of Ohio, this _____ day of _____, 20____.
Child's name (or mine if 18+) _____ Child's age (or mine if 18+) _____

Name of parent / guardian (or mine if 18+) _____

Signature of parent / guardian (or mine if 18+) _____

Address

Phone Number _____

Member /Guardian Initials _____