

**Franco's After School Program, Fall Semester 2017 (August – December)**

**Student's Name** \_\_\_\_\_ **Age:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Parent or Guardian:** \_\_\_\_\_ **Franco's Acct. #:** \_\_\_\_\_

**Parent's Phone #:** \_\_\_\_\_ **E-mail:** \_\_\_\_\_

**DOB:** \_\_\_\_\_ **Grade:** \_\_\_\_\_ **School:** \_\_\_\_\_

**PROGRAM SELECTION & PAYMENT**

**PES 4:30pm – 6:00pm**

- \_\_\_ \$130/members, month
- \_\_\_ \$165/non-mbrs, month
- \_\_\_ \$95 additional sibling

**TMS 3:30pm – 6:00pm**

- \_\_\_ \$185/members, month
- \_\_\_ \$220/non-mbrs, month
- \_\_\_ \$95 additional sibling

Please note you will be billed for five months, beginning September 2017

**FRANCO'S AFTER SCHOOL PROGRAM RELEASE OF LIABILITY**

The undersigned, hereby accepts all risks associated with my participation in Franco's After School Program and release and forever discharge the **Franco's, its employees - including its personal trainers ("TRAINER"), Franco's, and any other officers, agent or volunteers of Franco's ("RELEASEES")** from any and all responsibilities or liability from injuries or damages resulting from or connected with my participation in any of the exercise programs whether arising from the negligence of the RELEASEES or otherwise.

1. I acknowledge and fully understand that I will be engaging in training activities that potentially involve the risk of serious injury, permanent disability or death. Other possible risks may include social and economic losses which might result not only from the RELEASEES own actions, inactions, or negligence, but the actions, inactions, or negligence of others, the condition of the premises or any equipment. Further, that there may be other risks not known or not reasonably foreseeable at this time. I hereby assume full responsibility for all the foregoing risks, known and unknown, and accept responsibility for the damages following any injury, permanent disability, or death.
2. I further acknowledge and understand that Franco's, **its personal trainers and other employees are not licensed dietitians or physicians** and that any information or guidelines provided through the Franco's Kids Tri Fit program, its personal trainers or other employees carries no warranty of any kind, expressed or implied, including, but not limited to, warranties regarding safety or suitability for a particular purpose.
3. Franco's/Kid's Tri Fit and its employees will implement the most effective principals to help the participant achieve his or her goals within the TRAINER'S *scope of practice*, but cannot guarantee that its products or workouts will be safe, effective or suitable for everyone. For that reason, all services, programs, techniques and materials embodied in such services, are offered without warranties or guarantees of any kind, expressed or implied, and the TRAINER, Franco's and its employees disclaim any liability, loss or damages that may result.
4. I also acknowledge that some exercise programs might be held outside of Franco's, and hereby accept all risk associated with all offsite exercise programs.
5. I have read this document in its entirety and agree to adhere to all its precepts, as well as all other terms and conditions of Franco's After School Program. I understand the risks and benefits of the program and any questions that I may have had have been answered to my satisfaction. Upon participation, I do hereby discharge, release and hold harmless the TRAINER, Franco's and its employees from any and all liability for damage claims or losses of any kind or character whatsoever resulting from any injury or condition I may suffer, or resulting from my participation except if such damage(s) or injury(s) is primarily the direct result of gross negligence or misconduct of the RELEASEES and not caused in part by my own negligence.

**IMAGE RELEASE** Franco's Athletic Club, its members and its employees request and hereunder signed agrees to grant all rights to use my name, photo, voice, appearance, and performance to record on or transfer to video tape, film, slides, photographs, audio tape and or other media now known or later developed to be used for broadcast, exhibit, market, sale, or to be otherwise distributed. I (the signee) hereby release Franco's, its members and its employees or vendors from responsibility for any personal injury suffered by me during production.

Parent or Guardian Signature \_\_\_\_\_ Date \_\_\_\_\_