



RELEASE OF LIABILITY (Please Read Carefully)

I have enrolled my child in a program of strenuous physical activity including, but not limited to walking, running, weight lifting, and the use of various conditioning and exercise equipment, facilities designed, offered, recommended, and/or supervised by Empire Sports Performance & Empire Baseball Academy. I hereby affirm that my child is in good physical condition and does not suffer from any disability that would prevent or limit him/her to participation in this program.

I fully understand that my child may suffer injury as a result of his/her participation in the program and I hereby release Empire Sports Performance & Empire Baseball Academy from any and all liability now or in the future, including but not limited to medical expenses, lost wages, pain and suffering, that may occur by reason of heart attacks, muscle strains, pulls or tears, broken bones, shin splints, heat prostration, knee/lower back/foot injuries, and any other illness, soreness, or injury, however caused, whether occurring during or after his/her participation in the program or use of the conditioning and exercise equipment and facilities, regardless of fault. If your child does have any past or present medical issues, please make it aware to Empire Sports Performance.

I attest, contract, acknowledge, and agree that I am legally bound by its content.

PRICING AND PAYMENT

I acknowledge and agree that this Contract is not transferable or assignable. I acknowledge that payments will be made on the 1st of every month. Any payments after the 10th of every month will result in a late fee of \$25.00. Monthly dues are as discussed per age group.

I understand this money is not refundable. I understand this contract and the terms it presents is for the purchase of the academy, sessions and any other purchase of services in the future. I acknowledge that this specific contract, release of liability, consent, and agreement is continuously valid indefinitely. No refund will be granted for practices, sessions, etc. that have not been completed. I understand Empire Sports Performance & Empire Baseball Academy has the right and the authority to terminate the program at any time, with no refund, if my child or myself (parent/guardian) does not follow the program/rules or fails to conduct himself/herself in an appropriate manner. Start and ending period of practices, sessions, etc. as well as days are subject

to change and will not be discounted from price.

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CANCELLATION AND LATENESS

I acknowledge that practices, sessions, games etc. are reserved and that cancellations must be made 24 hours in advance. I understand that I will not receive a refund for missed or late appointments. It is my responsibility to attend the practices, sessions, etc. when they are scheduled.

I acknowledge that any delays to the start of a scheduled appointment will not be a cause of extend provided service beyond the remainder of the scheduled time. I understand that if I am **1 minute** late, my practice, session etc. will be canceled and I will be charged for that session. If you are going to be running late, please contact your coach in order to avoid any issues.

This contract is for the Fall Season (August 2020 – December 2020). If we decide to not participate with Empire and end the contract before the season is over, we agree to pay a full months dues as a termination fee.

I attest, contract, acknowledge, and agree that I am legally bound by its content.
