



CAP Trainer Certification Enrollment Form

Seminar date that you are signing up for: _____ Fee: \$1000

Payment method: Check, Visa, MC and Amex (Make check payable to CAP Elite)

Card # _____ Name on card _____ Exp date: _____ 3 Digit Code _____

Mail payment and form to CAP Elite, 10600 Commerce Row, Ste A, Montgomery, TX 77356

First Name _____ Last Name _____ Date of Birth _____ Phone _____

Email _____ I'm a (Circle one) **Trainer** **Coach** **Parent** **Other**

Company/School name _____ Position _____ Sport coached if any _____

Address _____ City _____ State _____ Zip _____

Emergency Contact _____ Phone _____

Waiver

1. Client's Waiver of Claims. In consideration of CAP Elite, Inc. (Company) acceptance of my application and use of the Company's Fitness Center including, but not limited to use of equipment, trainers and cardio programs of any kind, I do hereby, for myself, my heirs, my executors, and administrators and anyone claiming by or through any of them, waive, release, and forever discharge the Company, and any of their affiliated companies, respective owners, officials, officers, directors, employees, agents, guests and invitees ("the Releasees") for and from any and all claims, causes, action, losses, liabilities, damages, costs, relating to or rising out of injury to me or my property, tangible or intangible, even injury relating in death, which I might otherwise have against the Releasees arising out of or relating to my presence at or participation in any activities at the CAP Elite Center, including but no limited to, any claims or rights which may be associated with or attributed to ay negligent act(s), omission(s) or fault of any of the Releasees ("the Waived Risks"). I am aware of no health or physical related condition that would be harmed by my use of the CAP Elite Centers For Athletic Performance.

I understand that certain activities related to the certification program are not without risk, and that certain activities may cause injury to me. I hereby acknowledge and voluntarily assume these risks, including the Waived Risks. I further understand and agree that any activity I engage in at the Company's CAP Elite Center or any other facility where CAP Elite offers it services (including my presences) is done voluntarily, on my own time, and of my own free will.

Before participating in pre or post-natal fitness pprogram, or any kind of fitness program, or any use of the CAP Elite Center I have been advised by the CAP Elite Center to consult my physician and he/she has to objections to my use of the CAP Elite Center as described above.

If I am an employee of Company, I hereby concede that such activity is not to be construed as being within the course and scope of my employment with any of the Releasees. I understand and agree that mere use of the Company's CAP Elite Center for athletics or exercise is not considered a basis for claiming an employment-connected injury. I hereby acknowledge that workers' compensation benefits shall not be rewarded for any injury resulting from my voluntary entry and use of the CAP Elite Center.

1. I understand that by attending the certification class it does not guarantee that I will pass the certification requirements and may result in not receiving the certification.

2. Obligations of Client. Each Client agrees to abide by the terms and conditions set forth in this Agreement and by the Rules, Regulations, and Conditions of Clientship ("Rules"). CAP Elite reserves the right to alter the Rules without notice and to suspend or terminate the Clientship if any Client that does not abide by the Rules. CAP Elite further reserves the right to suspend or terminate the Clientship of any person who is delinquent in the payment of any dues, fees, or any other monies.

3. Disputes. In the event of litigation the prevailing party shall recover attorney fees, costs and expenses in addition to damages otherwise allowed and costs taxable at law. In the event the CAP Elite Center engages an attorney to collect any money past due and owing by Client, whether or not collection actions result in litigation, the CAP Elite center shall recover its attorney fees, costs and expenses.

4. Entire Agreement. This Agreement and such further instruments as are required by or referred to herein merge all previous negotiations between the parties and constitute the entire agreement and understanding between the parties with respect to the subjects.

5. Applicable Law. This Agreement shall be interpreted governed and construed in accordance with the laws of the State of Texas.

6. Client agrees to allow CAP Elite to use name, photograph, quotes, etc. collected while training at any CAP Elite facility in future marketing material.

7. Client agrees to allow CAP Elite to use data collected while training at any CAP Elite facility for the purpose of researching performance related exercise.

8. Client understands that there are absolutely no refunds.

Date _____

Client Signature _____