



FORM 1

CLIENT CONTRACT

What follows are the terms which comprise your client participation agreement with the GameSpeed Sports Performance, LLC dba Gamespeed Sports Training in regards to enrollment into its program. As used in this agreement, "Client" means the student participating in the training services offered by us under this agreement; "you" also means the Client, but includes the Responsible Party if the Client is less than 18 years old; the "Responsible Party" is the Client's parent or legal guardian at the time of participation in our programs; and "we" (including all similar terms such as "us" and "our") means the GameSpeed Sports Performance, LLC dba GameSpeed Sports Training, as well as the officers, directors, employees, agents and affiliates of the same. By signing below, you agree to abide by and be bound by all of the terms and conditions in this agreement, and certify that you have read the entire document, so please read it carefully

SERVICES WE PROVIDE

We are an organization which specializes in preparing athletes for greater success in their athletic and fitness endeavors through individual attention from trained instructors and group activities. If our services are to be successful, we request all of our Clients commit themselves to working hard to achieve their goals. We will assist our Clients to develop an unwavering commitment to excellence; a trait that will be a valuable asset throughout life.

1) FEES FOR SERVICES

You are bound to pay the associated fees in full prior to the Client being allowed to participate unless other payment arrangements are made with our management. Fees are not refundable except as set forth in paragraph 3 below. We reserve the right to offer other payment options and to charge a reasonable rate of interest or other service charge associated with that payment option.

2) LOST CARDS: NO TRANSFERS

If you lose your Client ID card, you must pay us \$5.00 to replace it. You may NOT transfer your right to be a Client or your Client ID to another person, and any attempt to transfer your obligations under this contract to another person will be void if not agreed to by us in writing.

3) TERMS AND CANCELLATION RIGHTS

This contract shall become effective upon the date the last party signs below or the date when we begin providing services to the Client, whichever is sooner. This contract shall have a term of six months and shall be considered automatically renewed for another six month term if we are providing services to the Client at the time the contract would otherwise terminate.

You may cancel this contract only under the following circumstances: i) notifying us in writing within 3 business days of signing the contract that you want to cancel. If you do cancel in this way, we will promptly refund any amounts you paid us, but we may keep an amount not exceeding \$100 for the fair market value of the services provided the Client prior to the termination; or ii) the Client dies or suffers an injury which reasonably prevents the Client from completing the training services we provide (cancellation due to an injury will require a document from a duly qualified physician certifying that they Client can no longer participate). If you cancel because of death or injury, we will refund any amounts you paid us which exceed the reasonable value of the services provided to the Client prior to the date of termination. If you do cancel this contract, the Client may not receive any further training from us and may no longer use our facilities until a new contract is signed.

No cancellation by you will be effective unless it is i) in writing and delivered to us by mail to our address or hand delivered to us at our facility; ii) delivered to us with all contract forms, ID cards and other material which we provided to the Client. Please note that the best way to cancel this contract is to send your written notice by registered or certified mail, return receipt requested, and to keep a photocopy of the notice for your records.

We may cancel this contract at any time for any reason or for no reason. If we cancel this contract, we will provide notice of such cancellation to you in writing at the last address you provided to us. Upon your receipt of our cancellation notice, you must immediately return the Client's ID card and any other materials in the Client's possession which belong to us or were provided by us. If your conduct creates a situation which is inappropriate, obstructive or dangerous to the Client or others, we will cancel this contract and will ask the Client to leave the facility immediately. In such a circumstance, we will have the option, at our sole discretion, to retain all or any portion of the fees paid you as compensation for the services provide. If we cancel for any reason other than your own fault or misconduct, we will refund any amount you paid us which exceed the reasonable value of the services provided to the Client prior to the date of termination.

4) PARTICIPATION/TRAINING SESSIONS

The extent to which the Client participates in exercise, athletic and physical fitness training and other activities conducted at our facilities is your decision alone and you have the obligation to make sure that the Client uses our services to the fullest extent available. The Client's failure to use our facilities or our services will not entitle you to a refund or to cancellation of this contract except as set forth in paragraph 3 above. Participation in all training activities and special events is strictly voluntary and we take no responsibility for the determination of whether participation is the right decision for you. Although some training sessions may occur outside of our facility, the provisions of this agreement apply to those training sessions as if they were held in our facility.

If the Client fails to attend a scheduled training session, or is more than 15 minutes late for that session, we reserve the right to refuse to allow the Client to participate in that session, and we may, but need not, offer the Client an alternate training session as a replacement. If we do offer the Client an alternate training session, we reserve the right to charge you additional amounts for the Client's participation in that session. In no event will we have the obligation to provide you with a credit or refund with relation to the Client's failure to attend regularly scheduled training sessions unless 24 hour notice is given as set forth below.

If the Client cannot attend a regularly scheduled training session, you must notify us not less than 24 hours in advance of that session. If you do so, we will make all reasonable effort to find an alternate training session for the Client to participate in. In that event, you will not owe additional fees associated with the Client's participation in the alternate training session.

If you or your guests cause damage to our facility or our property either while participating in a training session or otherwise, we reserve the right to charge you for the damage caused. In that event, payment will be due immediately upon receipt of the bill for these charges.

5) DELINQUENT ACCOUNTS

If you default on any obligation to us, we reserve the right to exercise all rights at law or in equity which we may have, which includes accelerating your obligations and requiring you to immediately pay us all amounts due under this contract (even if not then payable), together with interest not to exceed the maximum rate allowed by Minnesota law on unpaid balances and all costs of collection (including legal fees and associated costs) we incur. We may charge you a \$20 fee for any returned credit/debit card payment or any failure to pay which results from insufficient funds, account closed or similar circumstances

6) UNAVAILABILITY OF FACILITY OR SERVICES

From time to time, our facility or services offered in the facility, may become unavailable due to reasons beyond our control, such as mechanical breakdown, fire, act of God, condemnation, loss of lease, or catastrophe. If that happens, we will take all reasonable steps necessary to resume services as quickly as possible; however, under no circumstances will we have any legal, equitable or civil liability to you as a result of these circumstances.

7) OPERATING HOURS

We may change our hours of operation from time to time and will provide you with reasonable notice of these changes on our website. For example, we may close the facility on Sundays or Holidays.

8) RULES

The Client must follow ALL of our rules and regulations for using our facility which are either posted at the facility, provided verbally by our management or staff, or provided in writing to you. We may amend or supplement the rules and regulations (including those contained in this contract) applicable to the Client as we deem appropriate to properly manage and operate our business. If we do amend the rules, we will take all reasonable steps necessary to promptly advise you of those changes in writing.

9) WAIVER AND RELEASE

By signing this agreement, you certify that you understand that participating in athletic activities carries an inherent risk of injury, even if the greatest of care is exercised. We will take all steps reasonably necessary to reduce the risk of injury to Clients; however, you acknowledge and accept that Clients and their guests may injure themselves while using our facility or participating in any of our activities or programs, despite our best efforts to prevent such injuries. By participating in our training activities or using our facilities, Clients and their guests assume all risk of personal injury, death, property loss (including loss of items in lockers or in vehicles in the facility's parking lot), or other damages that may relate to or result from using our facility or participating in our programs or activities. Therefore, you and your guests specifically and affirmatively waive, release and discharge us from any and all claims, causes of action, demands, liabilities or damages (including those relating to death, personal injury or property loss), present or future, known or unknown, anticipated or unanticipated (collectively, "claims"), which you or your guests may suffer or incur as a result of participating in our training activities or using our facility.

You also agree to defend, indemnify and hold us harmless from any and all claims made by any person (including one of your guests) that relate to or arise from your, or any one or more of your guests', participation in our training activities or use of our facilities, which includes the obligation to pay all costs associated therewith, including attorney's fees, investigation expenses, court costs, costs of settlement, and related amounts. For purposes of this paragraph, "us" shall mean the GameSpeed Sports Performance, LLC and any of our affiliates, or the owners, officers, directors, governors, managers, employees, agents, and representatives of any of the foregoing entities.

10) CLIENT'S PHYSICAL FITNESS

You represent and guarantee that the Client is physically capable of engaging in the activities that he or she participates in at our facility. The Client should be examined by his or her physician prior to using our facility, and should consult with his or her physician regularly while engaging in activities at our facility. If the Client has a history of heart disease, the Client MUST consult a physician before using our facility, and a note from that physician certifying that the Client is physically able to participate must be provided.

You are solely responsible for all health risks associated with any activities the Client engages in at our facility. We may evaluate the Client's physical fitness and/or recommend activities for the Client; however, that is not a substitute for— and does not relieve you from the obligation of— having the Client's doctor evaluate the Client and recommend appropriate activities for him or her before the Client begins a physical exercise program or engages in any activities at our facility. We are not licensed doctors, and our advice is therefore limited in scope and is not a substitute for medical supervision and advice, which the Client must obtain independently of us. If we do receive recommendations from a physician, we will take all reasonable steps to make sure that the Client's fitness program complies with those recommendations.

11) LICENSEES

We may license certain space in our facility to one or more third parties (each, a "Licensee"). All Licensees are independent businesses. Accordingly, if the Client uses any services offered or performed by a Licensee, that is a matter solely between the Client and the Licensee. We make no representations or warranties with respect to any of the services that are offered or performed by any Licensee, and the Client uses the Licensee at his or her own risk. Licensees are not partners or joint ventures with us, and nothing creates any legal relationship between us and any Licensee other than that of Licensee and Licensor.

12) MARKETING RELEASE

The undersigned acknowledges and agrees to the use of their personal testimonials and image likeness for the purpose of media and public relations use by the GameSpeed Sports Performance dba GameSpeed Sports Training. Testimonials and image likeness may be disclosed through TV, radio, print, internet, electronic bulletin boards, athletic publications, ads, brochures, etc. The undersigned consents to GameSpeed Sports Training use of said testimonials and images in such media and permits such disclosure with the intent of informing the public about their positive training experience in its programs. The undersigned acknowledges and agrees that this release of testimony and likeness is being made solely for the benefit of the GameSpeed Sports Training without expectation of compensation, remuneration, or other benefit to the undersigned or his family. To the extent that any benefit that accrues, or might accrue, to the GameSpeed Sports Training from the use of said testimonials or likeness, the undersigned hereby waives any interest in or claim to such benefits. The undersigned hereby releases GameSpeed Sports Performance dba GameSpeed Sports Training, its officers, directors, and employees, from any and all manner of claims, liability, actions, suits, demands, costs, expenses or indebtedness arising out of, related to, or in any way connected with the disclosure of confidential information and public exposure resulting from the release of testimonials or the personal likeness of the undersigned individuals.

13) MISCELLANEOUS

We do not honor any oral agreements made at the facility or over the phone that are contrary to the terms and conditions set forth in this agreement. This agreement constitutes the entire legal agreement pertaining to participation and any other matters herein discussed, and supersedes any other promises, representations, or understandings of any kind whether oral or written. No modifications or alterations to the terms or provisions hereof may be made unless such changes are expressly agreed to in writing by one of our authorized personnel. If any provision of this agreement is contrary to, prohibited by, or considered invalid under, applicable law, that provision is void to the extent it is contrary, prohibited, or invalid; however, in such event, the remainder of this agreement shall continue in full force and effect as if that provision had never been included. We do not lose our rights under this agreement if we delay in enforcing them or fail to enforce them. This agreement and all proceedings relating to this agreement are governed by Minnesota law. You specifically consent to service of process under Minnesota law and agree that all proceedings with relation to this agreement must be held in Minnesota. All disputes and legal claims arising from or relating to this agreement for the Client's participation in our training activities must be resolved through binding arbitration conducted under the rules of the American Arbitration Association by an arbitrator mutually selected by you and us.

GameSpeed Representative

Date

Client Signature

Date

Parent/Responsible Party

(If Client is under 18 years of age)

Date

GameSpeed Sports Performance, LLC DBA GameSpeed Sports Training

10360 W 70th Street • Eden Prairie, MN 55344

www.gamespeedonline.com

FORM 2



Program Registration

Participant's Name: _____

School: _____

Parent's/Guardian's Name: _____

Home Address: _____

City: _____ State: _____ Zip: _____

Home Phone: _____ Cell Phone: _____

Parent's Email: _____

Participant's Email: _____

Current Grade: _____

Date of Birth: _____ Age: _____ Height: _____ Weight: _____

Sport 1: _____ Sport 2: _____



FORM 3

Medical Release

At the time of enrollment this sheet will be completed and kept in a separate file box in a common location within the facility where any GameSpeed Sports Performance, LLC dba GameSpeed Sports Training staff member can access it immediately in the event it is required. If an emergency should arise and the student cannot communicate or a parent or the responsible party indicated cannot be reached, this card gives our staff the permission to begin care and seek emergency attention. The Emergency Contact Information on the backside of this card will provide us with additional information to use in a non-critical emergency situation.

Student: _____

Home Address: _____

City: _____ State: _____ Zip: _____

Home Phone: _____ Cell Phone _____

Preferred Hospital/Clinic: _____

Phone #: _____ City: _____

Doctor's Name: _____

Doctor's Phone: _____

In the event of an emergency where the student cannot communicate, or the parent/guardian (responsible party) cannot be contacted, I authorize the GameSpeed Sports Training personnel to secure whatever medical care is necessary for the safety and well being of my child (the student). I will assume all costs incurred for the emergency care.

Signature of Student or Responsible Party if under age 18

Date

FORM 3 (continued)

Emergency Contacts

Primary Contact: _____

Relationship: _____

Home Phone: _____ Cell Phone: _____

Work Phone: _____

Secondary Contact: _____

Relationship: _____

Home Phone: _____ Cell Phone: _____

Work Phone: _____

Notable medical health history: _____

Current Medications: _____

Allergies: _____

Blood Type: _____



FORM 4

Medical History

CONFIDENTIAL

Participant's Name: _____ Age: _____

Mother's First and Last Name: _____

Father's First and Last Name: _____

Home Phone: _____ Cell Phone: _____

PAST INJURIES

Any arthroscopic surgeries performed? _____ When? _____

What joints? _____

Ever been advised not to perform or restrict exercise or activity in the past 5 yrs? _____

Do you have or have you suffered from injuries in any of the following areas?
(Please circle if it applies to you)

- Concussion(s) How many? ____
- Skull fracture(s)
- Shoulder injuries
- Arm
- Rib cage
- Upper back
- Thigh
- Lower leg (shin/calf)
- Foot
- Muscle tears
- Eye
- Neck injuries
- Elbow injuries
- Wrist
- Low back
- Hip
- Knee
- Ankle
- Muscle strains (pulls)

PAST ILLNESS OR MEDICAL PROBLEMS

Do you have or have you ever had, any of the following conditions? Please circle the item and give a brief explanation on each that applies to you.

Surgery: _____

Hospital admissions: _____

Frequent headaches: _____

Fainting/Dizziness: _____

Illness due to high temperature exposure: _____

Epilepsy/Seizures _____

Asthma: _____

Numbness/Tingling: _____

Nosebleeds: _____

Hearing difficulty: _____

Heart murmur: _____

Arthritis: _____

Diabetes (type): _____

Abnormal bleeding: _____

Allergies (food/drug): _____

Loss of internal organ: _____

Osgood-Schlatter's disease of the knee: _____

Frequent fluid build-up on the knee: _____

Hepatitis: _____

Acquired Immune Deficiency (AIDS)/HIV: _____

Mononucleosis: _____

Are you currently taking medication(s)? _____ What meds? _____

Do you use an inhaler? _____ What med? _____

Do you require insulin? _____ What is your blood type? _____

Please provide comment on any other medical condition not listed? _____

Parent/Responsible Party Signature

Date