



STATEMENT OF TRAINING AGREEMENT & DISCLOSURE, TRAINING ENVIRONMENT DISCLOSURE & ASSUMPTION OF RISKS, WAIVER OF LIABILITY, ACTIVITY RELEASE AND AUTHORIZATION FORM

Client Training Agreement with Hoop Dreams Basketball Consulting, LLC (Larry Green) & Disclosure

- Please be advised that this is a private sports consulting training session.
- This training is NOT in any way affiliated with any school district, High School Athletic Association, the National Collegiate Athletic Association (NCAA) or any professional sports organization. Hence this training should not affect student/athlete eligibility.
- I, Larry Green, am a Certified Personal Fitness Trainer (National Exercise & Sports Trainers Association-NESTA). I am a certification candidate with the National Academy of Sports Medicine (NASM) and the American Council on Exercise (ACE). I, Larry Green, am certified in 1st Aid, Cardiopulmonary Resuscitation (CPR-child & adult) and Automated External Defibrillator (AED). I, Larry Green, have Sports Instruction Liability Coverage for training sessions conducted at locations not owned or operated by me. I, Larry Green, am not a paid coach with any sports organization and will not participate in high school or college recruiting.
- The training advice I, Larry Green, will provide comes from my 20+ years of personal basketball training & experience in a competitive and successful HS basketball program, a formal collegiate division-I basketball program and the advice/mentoring/consulting from other certified personal trainers and basketball coaches. Astute attention to the most current training techniques and safety for the specific age range and gender of the athletes will be considered.
- I, Larry Green, also provide nutrition recommendations along with my training sessions. I, Larry Green, am not a certified Nutritionist and do not prescribe diets/menus. I, Larry Green, will provide recommended dietary, supplement and menu patterns that are consistent and compliant with the U.S. Government's Daily Recommended Food Allowance Standards, and based on the advice/mentoring/consulting from other certified personal trainers and basketball coaches. Clients may opt to follow these recommendations at their own discretion. I, Larry Green, do not use, have any contact or relation with, nor condone the use of any illegal Steroids, Human Growth Hormones (HGH) or any other performance enhancing drugs.
- Please be advised that the various exercises & drills performed are physically demanding and are conducive to a contact sports environment, clients will exercise at their own risk. In this, constant feedback and open communication are crucial to ensure clients receive the best training experience possible.
- Billing for training sessions are due before the training begins. Training rates are based upon either the published rate or established rate based on the nature of the actual activity or session.
- Proof of medical clearance from a doctor must be shown before training begins. The doctor must be advised by the client that plenty of cardiovascular, plyometrics, agility and strength exercises will be performed. Any special medical conditions must be disclosed prior to training by the client or the client's doctor. The proper training adjustments will be made.

Training Environment Disclosure & Assumption of Risks

- Training sessions will be conducted in the following (but not limited to) environments: indoor gymnasium, outdoor basketball courts, paved/finished track, weight room, aerobics/fitness room, grass field, turf field, pavement, asphalt, concrete and indoor classroom. Based on the training schedule, some sessions will be held in the morning as well as the afternoons and may be held outside. In this, clients may train in excessively cold or hot weather. The proper attire and preparation is recommended (i.e. cold-weather sports gear, hot-weather sports gear, sunscreen and proper nutrition/hydration) for training sessions conducted in abnormal conditions (i.e. other than moderate indoor/outdoor conditions).

- **AUTHORIZATION FOR MEDICAL ATTENTION (1ST AID):** Should it be necessary for me, the client, to receive medical attention or treatment while participating in this activity, or as a result thereof I, the client, hereby give permission for the person(s) leading or directing this activity to use their best judgment in obtaining medical attention or treatment for me. I, the client, further give permission to the physician or other medical professional that is selected by the person(s) leading or directing this activity, to render medical attention or administer medical treatment as that physician or medical professional deems appropriate and necessary under the circumstances. In granting this permission, it is expressly understood that any expenses incurred for such attention or treatment, are my, the client, sole responsibility and I, the client, represent and warrant that I have valid health care coverage and/or the financial ability to pay for such expenses. I, the client, further understand that Hoop Dreams Basketball Consulting, LLC does not have insurance to cover medical or hospital costs while participating in this activity and agree to hold Hoop Dreams Basketball Consulting, LLC harmless for any such expenses.
- I, the client, acknowledge that I have voluntarily applied to participate in the Activities indicated above organized by Hoop Dreams Basketball Consulting, LLC. I, the client, am aware that these Activities may cause injury including but not limited to 1) minor injuries such as bruises and sprains, 2) serious health problems such as abnormal blood pressure, fainting, irregular, fast or slow heart rhythm, 3) major injuries such as loss of sight, heart attack, stroke and concussions, and/or 4) catastrophic injuries including paralysis and death. **I, the client, hereby accept any and all such risks of injury, health problems or death and consent to participate in the Activities indicated above.**

Waiver of Liability and Release

- In consideration for being permitted by Hoop Dreams Basketball Consulting, LLC to participate in the Activities and use the Hoop Dreams Basketball Consulting, LLC facilities (the "Facilities") and equipment, I, the client, hereby agree that **I, my assignees, heirs, distributes, guardians, and legal representatives will not make a claim against, sue, or attach the property of Hoop Dreams Basketball Consulting, LLC**, any of its affiliated organizations, owners, directors, employees, contractors, agents or representatives (the "Hoop Dreams Basketball Consulting, LLC Parties") for any injury, damage or death resulting from my participation in the Activities or use of the Facilities and equipment or from the negligence or other acts or omissions, howsoever caused, of any of the Hoop Dreams Basketball Consulting, LLC Parties. **I, the client, hereby release the Hoop Dreams Basketball Consulting, LLC Parties from all actions, claims or demands** that I, my assignees, heirs, distributes, guardians, and legal representatives now have or may hereafter have for injury or damage resulting from my participation in the Activities or use of the Facilities and Equipment.
- **INDEMNIFICATION:** In addition, I, the client, will INDEMNIFY and HOLD HARMLESS the Hoop Dreams Basketball Consulting, LLC Parties from all liability for any loss, damage, or injury to persons or property arising from or relating to my use of the Facilities and equipment or participation in the Activities, including without limitation attorney's fees, expenses and all consequential damages, whether or not resulting from the negligence of any of the Hoop Dreams Basketball Consulting, LLC Parties.
- **SEVERABILITY; VENUE:** If any term of this Agreement is held to be invalid or unenforceable, the remainder shall remain valid and enforceable to the fullest extent permitted by law. All disputes arising out of this Agreement shall be subject to the exclusive jurisdiction and venue of the California state courts of Santa Clara County and I, the client, consent to the personal and exclusive jurisdiction and venue of these courts.

Waiver of Liability and Release for Clients UNDER AGE 18

I, _____, as parent/legal guardian of _____ hereby give permission for my son/daughter/ward to participate in training activities sponsored by Hoop Dreams Basketball Consulting, LLC

RELEASE AND WAIVER: In granting this permission, I hereby waive all claims I and/or my heirs and/or my son/daughter/ward may have and I/we release, discharge, hold harmless and agree to indemnify Hoop Dreams Basketball Consulting, LLC, its employees, agents, volunteers and/or the persons or entities who lead or direct this activity from and against any and all actions, claims and demands of every kind and description including, but not limited to, personal injury, property damage and wrongful death, based on negligence (active or passive), contract claim or other legal theory, in the event my son/daughter/ward is injured or becomes ill, or his/her property is damaged, or in the event of accident or death occurring, during or arising out of his/her participation in the above described activity or event. In executing this release and authorization my son/daughter/ward and I/we assume the risk for any such damage, injury or death that may occur.

AUTHORIZATION FOR MEDICAL ATTENTION (1ST AID): Should it be necessary for my son/daughter/ward to receive medical attention or treatment while participating in this activity, or as a result thereof, I hereby give permission for the person(s) leading or directing this activity to use their best judgment in obtaining medical attention or treatment for him/her. I further give permission to the physician or other medical professional that is selected by the person(s) leading or directing this activity, to render medical attention or administer medical treatment as that physician or medical professional deems appropriate and necessary under the circumstances. In granting this permission, it is expressly understood that any expenses incurred by or on behalf of my son/daughter/ward for such attention or treatment, are my sole responsibility and I represent and warrant that I have valid health care coverage and/or the financial ability to pay for such expenses. I further understand that Hoop Dreams Basketball Consulting, LLC does not have insurance to cover medical or hospital costs for my son/daughter/ward while participating in this activity and I/we agree to hold Hoop Dreams Basketball Consulting, LLC harmless for any such expenses.

By signing below, I acknowledge that I have read and understand the terms of this RELEASE, WAIVER and AUTHORIZATION, that I have been fully and completely advised of the potential risks and dangers associated with this activity and that I am aware that this RELEASE, WAIVER and AUTHORIZATION is a legally binding and enforceable agreement.

Date: _____

Participant's name: _____

Parent/legal guardian's signature: _____

Parent/legal guardian's phone number: _____

Alternate Phone Number (back-up contact for emergencies): _____

Name and coverage number of son/daughter/ward's medical insurance carrier:

Please disclose any medical information about your son/daughter/ward that Hoop Dreams Basketball Consulting, LLC should be aware of as preparations for training sessions are made. If there are no special medical considerations, please write "None" below:

CLIENT ACKNOWLEDGEMENT AND UNDERSTANDING (CLIENTS AGE 18 AND OLDER)

I HAVE CAREFULLY READ THIS AGREEMENT AND I, THE CLIENT, AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND THAT I, THE CLIENT, AM GIVING UP SUBSTANTIAL RIGHTS, INCLUDING MY RIGHT TO SUE. I, THE CLIENT, AM SIGNING THIS AGREEMENT OF MY OWN FREE WILL AND INTEND FOR MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Client's Name (please print): _____

Signature: _____

Date: _____

Emergency Contact Information:

Emergency Contact 1: _____

Phone Number: _____

Emergency Contact 2: _____

Phone Number: _____

Medical Clearance Evaluation

| Item | Mark each item accordingly and comment as appropriate | | | Comments |
|--------------------|---|----------|----------|----------|
| | No issues | Concerns | Problems | |
| Shoulders | | | | |
| Knees | | | | |
| Hips | | | | |
| Cardio health | | | | |
| Heart | | | | |
| Lungs | | | | |
| Joints | | | | |
| Back | | | | |
| Hernia Issues | | | | |
| Dehydration issues | | | | |
| Fainting issues | | | | |
| Food issues | | | | |
| Other | | | | |
| Other | | | | |
| Other | | | | |

*****Please note: plenty of cardio, plyometric, agility and strength exercises will be performed*****

Doctor's Signature: _____

Date: _____