



Advocate Wellness Services

www.athletic-training.com

Home What is behind this idea? Who is behind this idea? The Hybrid Schedule Our Location Our Monthly Fee Contact Us Mental Health Focus

**Athlete Information (Please Print)**

\_\_\_\_\_  
(\_\_\_\_\_) \_\_\_\_\_  
Last Name First Birthdate Age (**18+ ONLY**) Home Phone

\_\_\_\_\_  
Current Mailing Address City State Zip

\_\_\_\_\_  
Client E-mail Address (\_\_\_\_\_) Mobile Phone

\_\_\_\_\_  
Contact Person in Case of Emergency Relationship (\_\_\_\_\_) Phone

**AWS TRAINING LIABILITY WAIVER & RELEASE**

Advocate Wellness Services (AWS) provides athletic-based training programs in a high-energy environment for adults (**ages 18 and over only**). **All potential new members will meet with the coach leading the classes for 30 minutes prior to acceptance into AWS. This step is necessary to ensure assignment into the best class for the member. A \$40 fee covers this service and can be paid at the time of the meeting via check payable to AWS.**

Our adult training group classes are competitive and help keep you accountable, and our mental health focus helps keep you mentally supported as well. Advocate Wellness Services has developed a foundation for each of our Athletic-Based Training sessions. Every adult session includes a warm-up, speed and agility, strength training, core and conditioning, and a cool down. Wednesday sessions include an on-site mental health component that occurs prior to any physical workouts.

At Advocate Wellness Services we spend a significant amount of time training multiple athletic movements. Our state-of-the-art space, which includes indoor and outdoor professional-grade athletic turf, allows us to incorporate high-metabolic workouts to assist in endurance, functional flexibility, strength, speed, and power development.

Furthermore, AWS focuses on providing timely support with mental health psychoeducation presented either face-to-face or with technological support via email and website-based communication. Integrating physical health accountability with mental health support makes our Hybrid Athletic Training model unique within the community of Stevens Point.

**• PLEASE REVIEW AS YOU ARE SIGNING AWAY CERTAIN RIGHTS AND LIMITING OTHERS •**

**CONDUCT/DAMAGES:** AWS IS COMMITTED TO THE HEALTH, SAFETY, AND WELFARE OF EACH OF ITS MEMBERS AND WILL NOT TOLERATE UNREASONABLE, THREATENING, OBSCENE, HARASSING, INDECENT, OR ILLEGAL BEHAVIOR. UNACCEPTABLE BEHAVIOR INCLUDES, BUT IT NOT LIMITED TO, INTIMIDATING, HOSTILE, OR OFFENSIVE ACTIONS. HARASSMENT INCLUDES, BUT IS NOT LIMITED TO, VERBAL BEHAVIORS SUCH AS JOKES, SLURS, DEROGATORY REMARKS, ABUSIVE LANGUAGE, UNWANTED TOUCHING, ANY UNWANTED OR UNWELCOMED VERBAL COMMUNICATION AND/OR WRITTEN COMMUNIAION AS WELL. MEMBERS WHO DO NOT OBSERVE AWS RULES AND REGULATIONS OR WHO ABUSE EQUIPMENT IN ANY FASHION WILL BE ASKED TO LEAVE. AWS HAS THE RIGHT TO JUDGE BEHAVIOR AND RESPOND ACCORDINGLY. THIS RIGHT INCLUDES BUT IS NOT LIMITED TO TERMINATION OF A

**ADVOCATE WELLNESS SERVICES • 1626C WEST PEARL ST • STEVENS POINT • WI • 54481  
EMAIL: STAFF@ADVOCATEWELLNESSSERVICES.COM**

MEMBERSHIP WITHOUT REFUND TO ANY MEMBER ENGAGING IN UNACCEPTABLE BEHAVIOR. THE MEMBER SHALL PAY FOR ANY DAMAGES RESULTING FROM WILLFUL OR NEGLIGENT CONDUCT OF ANY MEMBER OR MEMBER'S GUEST TO THE PROPERTY AND EQUIPMENT THAT AWS HAS ACCESS TO AS PART OF ITS LEASE AGREEMENT WITH THE BUILDING OWNER. NOT ALL RULES AND REGULATIONS ARE LISTED IN THIS DOCUMENT. AWS RESERVES THE RIGHT TO ADD, CHANGE, REMOVE RULES, CONDITIONS OF MEMBERSHIP, CLASS TIMES, AND MODIFY ANY OTHER SERVICES OFFERED BY AWS AS DEEMED NECESSARY BY AWS.

**RELEASE OF LIABILITY, INDEMNITY, AND ASSUMPTION OF RISK:** ADVOCATE WELLNESS SERVICES ("AWS") PROVIDES YOU AND OTHER ADULTS WITH GROUP FITNESS CLASSES. BY SIGNING BELOW, YOU ACKNOWLEDGE AND AGREE TO THE FOLLOWING: YOU REPRESENT THAT YOU ARE PHYSICALLY FIT TO PARTICIPATE IN THE AWS HYBRID ATHLETIC TRAINING MODEL ("THE MODEL") AND THAT, PRIOR TO PARTICIPATION IN THE MODEL, YOU HAVE CONSULTED A PHYSICIAN REGARDING ANY LIMITATIONS OR MEDICAL RISKS THAT YOU MAY HAVE IN RELATION TO THE MODEL AND CERTIFY THAT YOU ARE FREE FROM ANY SUCH LIMITATIONS AND MEDICAL RISKS. YOU FURTHER UNDERSTAND AND AGREE THAT THE MODEL INVOLVES PHYSICAL EXERTION AND STRENUOUS PHYSICAL ACTIVITY BY YOU, WHICH ENTAILS CERTAIN RISKS AND SERIOUS BODILY INJURY AND/OR DEATH MAY OCCUR. FOR EXAMPLE, PHYSICAL CONTACT WITH OTHER PARTICIPANTS, EQUIPMENT OR SURFACES MAY OCCUR DURING THE MODEL. WITH FULL KNOWLEDGE OF THE RISKS OF SERIOUS BODILY INJURY AND DEATH, YOU VOLUNTARILY CHOOSE TO PARTICIPATE IN THE MODEL AND (I) HEREBY FOREVER RELEASE, COVENANT NOT TO SUE, DISCHARGE AND WAIVE ALL LIABILITY ON BEHALF OF AWS, IT'S EMPLOYEES, EXECUTIVES, AGENTS, AFFILIATES, OWNERS, SUBSIDIARIES, PARTNERS, SPONSORS, ASSIGNS, OWNERS AND LESSEES OF THE PREMISES, CONSULTANTS, VOLUNTEERS AND CONTRACTORS (THE "RELEASEES") FOR ANY BODILY INJURY OF ANY KIND, PROPERTY DAMAGE OR DEATH, SUFFERED BY YOU AS A RESULT OF YOUR PARTICIPATION IN THE MODEL, REGARDLESS OF WHETHER SUCH BODILY INJURY OR DEATH WAS DUE TO NEGLIGENCE OF ANY KIND COMMITTED BY AWS OR THE RELEASEES OR OTHERWISE, (II) AGREE TO INDEMNIFY AND HOLD HARMLESS AWS AND THE RELEASEES FROM ANY LOSS, LIABILITY OR COST THEY MAY INCUR ARISING OUT OF OR RELATED TO YOUR PARTICIPATION IN THE MODEL, AND (III) ASSUME FULL RESPONSIBILITY FOR ANY BODILY INJURY, DEATH OR PROPERTY DAMAGE ARISING OUT OF OR RELATED TO YOUR PARTICIPATION IN THE MODEL.

**GOVERNING LAW; ARBITRATION.** NOTWITHSTANDING YOUR AGREEMENT NOT TO SUE AWS AND THE RELEASEES AND WITHOUT AWS OR RELEASEES WITHOUT WAIVING THEIR RIGHTS UNDER THE FOREGOING PARAGRAPH, YOU AGREE THAT IN THE EVENT OF ANY LEGAL ACTION, ALL SUCH LEGAL PROCEEDINGS OF ANY KIND, INCLUDING THOSE RELATED TO THE ENFORCEABILITY OF THIS WAIVER, SHALL BE ARBITRATED PURSUANT TO THE FEDERAL ARBITRATION ACT, AND SUCH ARBITRATION SHALL BE THE EXCLUSIVE, FINAL AND BINDING REMEDY. THE PARTIES AGREE THAT THE ARBITRATION SHALL TAKE PLACE IN STEVENS POINT, WISCONSIN, OR ONLINE, AND WILL BE THROUGH THE AMERICAN ARBITRATION ASSOCIATION, APPLYING THE INTERNAL LAWS OF THE STATE OF WISCONSIN (WITHOUT GIVING EFFECT TO ITS CONFLICT OF LAWS PRINCIPLES). JUDGMENT UPON ANY AWARD REACHED BY THE ARBITRATORS MAY BE ENTERED IN ANY FEDERAL OR STATE COURT HAVING JURISDICTION THEREOF. THE ARBITRATION SHALL TAKE PLACE BEFORE A SINGLE ARBITRATOR JOINTLY SELECTED (OR APPOINTED BY THE AAA IF THE PARTIES ARE UNABLE TO AGREE UPON AN ARBITRATOR WITHIN TEN DAYS). THE NON-PREVAILING PARTY SHALL BE RESPONSIBLE FOR PAYMENT OF THE FULL COSTS OF THE ARBITRATOR AND REASONABLE EXPENSES OF THE PREVAILING PARTY INCLUDING ATTORNEY FEES AND EXPERT WITNESS FEES. THE AWARD RENDERED BY THE ARBITRATION SHALL BE ENTERED IN ANY COURT HAVING JURISDICTION.

**YOU CERTIFY THAT YOU HAVE READ THE FOREGOING AND UNDERSTAND THAT BY SIGNING BELOW, YOU ARE GIVING UP CERTAIN LEGAL RIGHTS AND REMEDIES AND INTEND THAT YOUR SIGNATURE BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY ON BEHALF OF AWS AND THE RELEASEES TO THE GREATEST EXTENT PERMITTED BY LAW.**

**SOCIAL MEDIA RELEASE.** I HEREBY AUTHORIZE AWS TO RECORD MY NAME, LIKENESS, IMAGE, VOICE AND PARTICIPATION IN FILM, TAPE OR OTHERWISE FOR USE IN ALL AWS RELATED INITIATIVES. I AGREE THAT ALL PHOTO, VIDEO AND OTHER PRODUCTION RELATED MATERIALS MAY BE EDITED AND OTHERWISE ALTERED AT THE SOLE DISCRETION OF AWS AND USED IN WHOLE OR IN PART AT THE SOLE DISCRETION OF AWS, WHETHER IT BE FOR PUBLIC OR PRIVATE USE. I FURTHER AGREE AND UNDERSTAND THAT I HAVE NO RIGHTS TO ANY PRODUCTION RELATED TO AWS OR ANY BENEFITS DERIVED THEREFROM, THEREBY IRREVOCABLY AND UNCONDITIONALLY RELEASING AND WAIVING ALL RIGHTS, LEGAL AND MORAL, SO THAT AWS MAY FULLY EXPLOIT MY NAME, LIKENESS, IMAGE, VOICE AND PARTICIPATION IN FILM, TAPE, SOCIAL MEDIA OR OTHERWISE. AWS AGREES TO COMPLY WITH APPLICABLE PRIVACY LAWS.

**AGREED AND ACCEPTED:**

**Printed Name:** \_\_\_\_\_

**Participant's Signature** \_\_\_\_\_ **Date** \_\_\_\_\_