DIAMOND STAND OUTS

Baseball OFF-SEASON: Winter Session 2

**Ballplayer Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ School: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Height: \_\_\_\_\_\_\_ Weight: \_\_\_\_\_\_\_ Age: \_\_\_\_\_\_ Grade: \_\_\_\_\_ Position(s): \_\_\_\_\_\_\_\_\_\_\_

**Travel Ball Club**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Travel Ball Coach**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*Coach Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Coach Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

**Parent(s) Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Parent Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Parent Cell Ph: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Home/Business Ph:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Emergency Contact (if other than parent): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Ph:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

******☐ Individual ☐ Small Squad\* TEAM NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ☐ Drop-In: $50

***Register a TEAM (4-6 players) and take 10% off of the program***

**6 weeks: Begins January 20th, Monday:** Mon/Wed session 5:00PM – 6:00PM

☐ **Option 1:** Once weekly: $280 – **circle 1 day** of the week to attend: MONDAY WEDNESDAY

☐ **Option 2:** Twice weekly: $480 – **circle 2 days** of the week to attend: **MONDAY AND WEDNESDAY**

**Make-up day added on Monday, March 2nd**

*By registering for the DSO Program, you allow SPARK to create photo and video content during sessions and to use material for marketing purposes without compensation. Material will populate areas of our website and social media feeds to educate the public about our practice.*

****

**Interested in signing up for the next session of the Diamond Stand Outs?**

**PAYMENT INFORMATION**

Billing Address Apt/Unit No. City State Zip Code

*Credit card number: ­­­­­­­­­­­­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_-\_\_\_\_\_\_\_\_\_\_\_\_-\_\_\_\_\_\_\_\_\_\_\_\_-\_\_\_\_\_\_\_\_\_\_\_\_ Exp:­­­­­­­­­­­­­­­­­­­­­\_\_\_\_\_\_\_\_\_\_ CVC code:\_\_\_\_\_\_\_\_\_\_\_\_\_*

Authorize Payment by **Signing**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Date**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*All Checks payable to: SPARK Physiotherapy*



5712 General Washington Dr ● Unit H ● Alexandria, VA ● 22312 ● 703-329-0181 ● Fax 703-563-2717 ● info@SPARKphysio.com ● www.SPARKphysio.com

**SPARK Physiotherapy, LLC**

**Fitness/Athletic Development & Injury Prevention Program Agreement**

This Agreement (the “Agreement”) is made and entered into by and between Dr. Carlos J. Berio and associates/agents, D.B.A. SPARK Physiotherapy, LLC (“SPARK PHYSIOTHERAPY”), with address at 5712 General Washington Dr Unit H Alexandria, VA 22312 and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (referred to herein as the “Client”). (Participant Name)

# WITNESSETH

Whereas, SPARK is in the business of physical therapy, personal fitness, athletic development training and fitness/exercise consulting; and

WHEREAS, Participation in a regular, strenuous exercise program has been shown to produce positive changes in a number of organ systems including increased muscular strength, flexibility, power, endurance, improved cardiovascular efficiency, and increased work capacity; and

WHEREAS, Client desires to engage in a regular, strenuous exercise program, and to be affiliated with SPARK PHYSIOTHERAPY, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements contained herein, and subject to the conditions set forth herein, the parties hereto agree as follows:

1. Services. SPARK PHYSIOTHERAPY shall evaluate client fitness/exercise readiness and subsequently prescribe appropriate fitness programming to achieve desirable fitness outcomes.
2. Costs. Training sessions and other services are priced as described in SPARK PHYSIOTHERAPY’s “Baseball OFF-SEASON: Winter Program Agreement”, as amended from time to time.
3. Effective date. This Agreement shall be valid as of the date of execution of this agreement by both parties.
4. Client Obligations. Client agrees to contribute constructively toward the achievement of their physical fitness goals, including keeping accurate records regarding physical activity and nutrition. Client understands that exercise and proper nutrition are essential elements toward achieving their goals and agrees to use best efforts to implement the exercise and nutrition principles provided by SPARK PHYSIOTHERAPY.
5. Appointments and Cancellations. Client and SPARK PHYSIOTHERAPY agree that Cancellations may be made by telephone with an authorized agent of SPARK PHYSIOTHERAPY, or email to SPARK PHYSIOTHERAPY at INFO@SPARKphysio.com. Clients shall give a minimum of twenty-four (24) hours’ notice for cancellations of scheduled sessions unless otherwise agreed by SPARK PHYSIOTHERAPY. Failure to give proper notice of cancellation to SPARK PHYSIOTHERAPY will result in forfeiture of the scheduled session unless SPARK PHYSIOTHERAPY, in its sole discretion, agrees to reschedule the training session. Some Clients may choose to select recurring day/time appointments. In the event of recurring late cancellations or no shows, SPARK PHYSIOTHERAPY reserves the right to discontinue Clients' recurring appointment times.
6. Informed Consent and Medical Clearance. Client expressly recognizes that exercise carries risks, including to the musculoskeletal system (strains, sprains) and the cardio-respiratory system. Client herby certifies that they know of no medical problem other than those noted in Appendix A – Medical Information that would increase risk of illness and/or injury as a result of participation in a regular exercise program. Specifically, but without limitation, Client certifies that he/she has no physical, congenital, or mental health issues that will preclude participation the SPARK PHYSIOTHERAPY program, including without limitation any underlying cardiovascular, neurological, or other illness. Client also agrees that they shall, if requested by SPARK PHYSIOTHERAPY confirm in writing that they have (i) had a recent medical exam and (ii) been advised by their physician that they are medically fit to follow the SPARK PHYSIOTHERAPY program. Client agrees to immediately notify SPARK PHYSIOTHERAPY during or after any training session if Client experiences chest pain, shortness of breath, dizziness, numbness or any otherwise uncomfortable situation inconsistent with exertion due to exercise.
7. Testing and Evaluation Results. Client understands and agrees to undergo initial and periodic testing to determine physical fitness status. The testing will consist of tests for muscular strength and endurance, flexibility and body composition. Client further understands that such testing is intended to provide Client and SPARK PHYSIOTHERAPY with information used in the development of fitness programs. Client understands that SPARK PHYSIOTHERAPY will make specific written results available only (i) to Client upon request, (ii) to representatives of SPARK PHYSIOTHERAPY for purposes of administering Client’s fitness program, and (iii) as required by law. Client agrees that testing is not intended to replace any other medical test or services of any physician.
8. Disclaimer of Warranties. SPARK PHYSIOTHERAPY EXPRESSLY EXCLUDES AND DISCLAIMS ANY AND ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PURPOSE OR USE.
9. Limitation of SPARK PHYSIOTHERAPY’s Liability. CLIENT EXPRESSLY AGREES THAT SPARK PHYSIOTHERAPY’s SOLE OBLIGATION AND CLIENT’S EXCLUSIVE REMEDIES FOR ANY CAUSE WHATSOEVER (INCLUDING, WITHOUT LIMITATION, LIABILITY ARISING FROM NEGLIGENCE) ARISING OUT OF OR RELATING TO THE AGREEMENT UNDER ANY THEORY OF LAW OR EQUITY ARE LIMITED TO CASH REFUND IN THE AMOUNT, PRO RATA, OF UNUSED TRAINING SESSIONS, AND ALL OTHER RIGHTS AND REMEDIES OF CLIENT OF ANY KIND ARE EXPRESSLY EXCLUDED AND WAIVED. In no event shall SPARK PHYSIOTHERAPY be liable for any incidental, consequential or special damages or loss of income or revenues, whether foreseeable or not, occasioned by the provision of services to Client, or any failure or delay in the provision of Service to Client, or any other cause whatsoever. Without limiting the generality of the foregoing, Client acknowledges and agrees that it shall have no right of recovery for the satisfaction of any cause whatsoever, arising out of or relating to this Agreement against (a) any supplier of equipment or services to SPARK PHYSIOTHERAPY in connection with the service, or (b) the provision of the service to Client in any circumstances in which SPARK PHYSIOTHERAPY would be obligated to indemnify the supplier.
10. Release of Liability. In consideration of my participation in the program, Client for his/herself, employees, heirs, assigns, and agents hereby release SPARK PHYSIOTHERAPY, its employees, heirs, assigns, agents, officers, directors, and shareholders, from any and all claims, demands or causes of action arising from my participation in the program or from any use of the conditioning and exercise equipment and facilities.
11. Payments. Payment may be made via cash, check or as otherwise agreed with SPARK PHYSIOTHERAPY.
12. Refunds and Forfeitures. Refunds shall not be available unless consistent with terms and conditions found within this agreement. Any unused sessions remaining after six (6) calendar months of inactivity shall be forfeited.
13. Confidentiality. SPARK PHYSIOTHERAPY agrees to maintain Client’s information, including specific testing results confidential to the extent required by law.
14. Assignment. This Agreement shall be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors, legal representatives and assigns of the parties; provided, however, that Client may not assign any of its obligations hereunder without the express written consent of SPARK PHYSIOTHERAPY. There shall be no restriction on SPARK PHYSIOTHERAPY’s right to assign.
15. Severability. If any provision of this Agreement shall be determined to be invalid or unenforceable, the remainder shall be valid and enforceable to the maximum extent possible.
16. No Waiver. The failure by one party to require performance of any provision shall not affect that party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself.
17. Merger. This Agreement and the exhibits attached hereto contain the entire agreement of the parties with respect to the subject matter of this Agreement, and supersede all prior negotiations, agreements and understandings with respect thereto. This Agreement may only be amended by a written document duly executed by all parties.
18. Governing Law. This Agreement shall be interpreted under the laws of the Commonwealth of Virginia. Any litigation under this agreement shall be resolved in the trial courts of Arlington County, Virginia.

Acknowledged and Agreed:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Client Name Client Signature Date

5712 General Washington Dr ● Unit H ● Alexandria, VA ● 22312 ● 703-329-0181 ● Fax 703-563-2717 ● info@SPARKphysio.com ● [www.SPARKphysio.com](http://www.SPARKphysio.com)