

# APPLICATION FORM

(Submit one (1) Form for each Participant)

**Submission of an application does NOT guarantee acceptance to the program.**

Name & Location of the Program

Dates of the Program

How did you hear about Vivacity Chess and about this Program?

PARTICIPANT'S NAME (First/MI/Last)			
USCF Rating	USCF ID#	Exp. Date	
HOME PHONE	WORK PHONE		
CELL PHONE	E-MAIL		
ADDRESS			
CITY	STATE	ZIP	
EMERGENCY CONTACT NAME:		PHONE:	
<b><u>ADDITIONAL INFORMATION FOR YOUTH REGISTRATION</u></b>			
DATE OF BIRTH	GRADE	GENDER	GPA:
SCHOOL NAME		SCHOOL DISTRICT	
FATHER'S NAME:		MOTHER'S NAME:	
E-MAIL:		E-MAIL:	
CELL/WORK PHONE:		CELL/WORK PHONE:	

**The entire Contract for Vivacity Programs consists of two parts:**

**PART I, APPLICATION** (to be completed and signed during the Application Process):

- "APPLICATION Form" AND "RELEASE and WAIVER of LIABILITY"

**PART II, REGISTRATION** (to be completed and signed after student is accepted on the Program):

- "TUITION and FEES," "CODE of HONOR," "TERMS and CONDITIONS," and "NOTICE of CANCELLATION."

**Participation in any of Vivacity's Programs is subject to submission of all forms that constitute the Contract, Part I and Part II.**

**Include a \$30 Non-Refundable Application Fee\* when submitting this form.** Make checks payable to Vivacity, Inc. If any check is not honored for any reason, there is a \$35 service charge.

\* The Application Fee is waived for current students, when such students register for the next school year **BEFORE JULY 30** of the current year.

**Participant agrees to mail all payments (do not mail cash) and registration forms to Vivacity at the following address:**

**Vivacity, Inc.,  
6568 Maplewood Dr., Suite # 201,  
Cleveland, OH 44124**

I HAVE READ AND FULLY UNDERSTAND ALL OF THE INFORMATION ABOVE.

X \_\_\_\_\_  
SIGNATURE of PARTICIPANT **OR** PARENT/GUARDIAN (if PARTICIPANT under 18) DATE

NAME (Print) & RELATION to PARTICIPANT

### Release and Waiver of Liability

I, as either a participant or as a parent/guardian of a participant (either being a "Participant"), do hereby consent to my (or my child's) participation in the Programs offered by Vivacity, Inc., which may include, but are not limited to School of Chess, Chess Wizards, Chess Club, Special Programs, or other Programs (together, the "Vivacity Programs").

In consideration of services being performed by Vivacity, Inc., I hereby release Vivacity, Inc., its officers, managers, organizers, agents, members, representatives, successors, assignees, coaches, tournament directors, instructors, employees, volunteers, owners, and sponsors (collectively referred to as the "Company"), in their official and individual capacities, from any liability to ourselves, the undersigned, our personal representatives, assigns, executors, heirs, next of kin and the Participant for any and all claims, demands or losses of the Participant and/or parents/guardians of Participant on account of any personal injury, including, but not limited to the sickness or death of the Participant or parents/guardians of Participant, as well as any claims for property damage, loss or theft and/or expenses of any nature whatsoever which may be sustained or incurred by said Participant or parents/guardians of Participant in connection with any of Vivacity's Programs. I hereby agree that I will not sue Vivacity, Inc. or any of the parties described in this paragraph for any claims arising from the matters released herein.

The undersigned further agrees to defend, hold harmless and indemnify the Company for any liability sustained by said Company as a result of the negligent, willful, intentional or unintentional acts of the Company, the Participant, other participants, parents/guardians of participants and/or spectators. All of the risks and dangers associated with participating in the Vivacity Programs are assumed by Participant. The undersigned hereby agrees that this "RELEASE and WAIVER of LIABILITY" extends to all acts of negligence by the Company, and is intended to be as broad and inclusive as is permitted by the law of the State in which the Vivacity Programs are conducted and that if any portion thereof is held invalid, it is agreed that the balance shall continue in full legal force and effect and further agreed to substitute for the invalid provision a valid provision that most closely approximates the economic effect and intent of the invalid provision. If any claim is made against the Company, Participant agrees that all attorneys' fees and costs incurred by the Company in respect of such claim will be paid by Participant. Participant waives any mirror provisions for attorneys' fees or costs.

Participant acknowledges that the Company does not provide insurance for Participants and assumes no liability for the health or wellness of the Participants. Participant hereby gives consent for the administration of any and all emergency treatment deemed necessary by a licensed physician or other first responder, and the transport of the Participant to the nearest hospital or emergency care facility. The undersigned agrees to pay for all expenses incurred in connection with such treatment or transport. The undersigned further agrees that the Company will not be responsible for any results of such emergency treatment.

The undersigned grants permission to Vivacity to use the Participant's name, likeness, and/or comments, which may be used in publications and promotions without compensation to the Participant. The undersigned waives all rights to inspect and/or approve such publications and comments or voice-over commentary which may be used in conjunction with visual images and the uses to which they may be applied.

I, the Participant or parent/guardian of Participant, have read and understand this Release and Waiver of Liability, and I sign it voluntarily and with the understanding that substantial rights, including my right to sue, are being given up. I agree that I am executing this "RELEASE and WAIVER of LIABILITY" on behalf of myself, my personal representatives, assigns, executors, heirs, next of kin and on behalf of the Participant.

**I HAVE READ, FULLY UNDERSTAND AND AGREE TO THIS RELEASE, WAIVER OF LIABILITY AND COVENANT NOT TO SUE.**

X \_\_\_\_\_  
SIGNATURE of PARTICIPANT OR PARENT/GUARDIAN (if PARTICIPANT under 18)      DATE

NAME (Print) & RELATION to PARTICIPANT