

REGISTRATION FORM (submit one for each participant)

Please, print. Illegible and/or incomplete forms will not be processed.

Name & Location of the Program

Program Dates

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:

ADDITIONAL INFORMATION FOR YOUTH REGISTRATION

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:

Rules and Policies

Parents/guardians are responsible for picking up their child promptly at the end of a program and will be charged \$10 for every 5 minutes they are late. This fee must be paid at the time of pick up.

Tuition and fees cover a set period of time, **are not refundable or transferable** and there are no refunds or credits given for missed meetings, activities or lessons. Tuition, fees and deposits paid in advance for supplies and services are not refundable or transferable and must be used for the purpose intended. The undersigned understands that it is the participant's responsibility to attend meetings. Further, the undersigned understands that the tuition and fees are due and payable according to the terms of the Contract whether or not the participant chooses to attend meetings.

Make check payable to VIVACITY, Inc.

If a check is not honored for any reason there is a \$35 service charge.

Send the form and payment (**do not mail cash**) to:

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 (18+) or PARENT/GUARDIAN

DATE

NAME (Print) & RELATION to PARTICIPANT

Release and Waiver of Liability

I, a participant or parent/guardian of participant, do hereby consent to my (my child's) participation in the Vivacity programs.

In consideration of services being performed, I do hereby release the Vivacity, Inc., its officers, managers, organizers, agents, members, representatives, successors, assignees, coaches, referees, 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 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.

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, other participants, parents/guardians and/or spectators. All of the risks and dangers associated with participating in the Vivacity Programs are assumed notwithstanding. 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, notwithstanding, continue in full legal force and effect. If any suit is brought against the Company all attorney fees and costs incurred by the Company will be paid by the undersigned if the undersigned does not prevail. The undersigned waives any mirror provisions for attorney fees or costs.

The undersigned acknowledges that the Company does not provide insurance for participants. In the event that reasonable attempts to reach parents/guardians at the phone numbers listed in the Application Form have been unsuccessful, the undersigned hereby gives his consent for the administration of any and all emergency treatment deemed necessary by a licensed physician or the transfer of the participant to the nearest appropriate hospital or emergency facility. The undersigned agrees to pay for all medical expenses. The undersigned further understands, consents and agrees that the Company will not be held responsible for the results of such emergency treatment.

In order to promote efficiency, safety and quality of instructions the participant and parents/guardians of participant agree to abide by the "RULES and POLICIES" and "CODE of HONOR" governing the conduct and operation of the Vivacity Programs. At the discretion of the Company any participant or parent/guardian can be removed from an activity or meeting and in extreme cases have membership terminated without a refund for not meeting behavior standards or not complying with the "RULES and POLICIES" and "CODE of HONOR".

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

I, the participant or parent/guardian of participant, have read and sign the Release and Waiver of Liability and do so voluntarily and with the understanding that substantial rights, including my right to sue, are being given up. The undersigned further recognizes and agrees he/she is executing this "RELEASE and WAIVER of LIABILITY" on behalf of himself, his personal representatives, assigns, executors, heirs, next of kin and on behalf of the participant.

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

X _____
SIGNATURE of PARTICIPANT (18+) or PARENT/GUARDIAN DATE

NAME (Print) & RELATION to PARTICIPANT