

April 28, 2009

Dear Parent and Athlete,

On behalf of Competitor's Edge I want to express our excitement in providing training and conditioning for the athletes of Newport Central Catholic. We look forward to providing the best training to each individual enrolled in our programs. Our philosophy is simple. We identify what each athlete needs to do to succeed. Then we teach the most up to date training and conditioning techniques in order for them to master it. We constantly evaluate each person's physical and psychological performance and introduce on-going challenges to continuously enhance their performance.

***The end result is a quicker, faster, stronger, more intelligent and confident athlete.***

***This is a success program!*** Competitor's Edge goals for each athlete are much greater than just athletic achievement. We teach and promote hard work as the foundation for success. We utilize the lessons learned through athletics to teach character, leadership and citizenship. Every athlete is encouraged to use those lessons to promote their individual success on and off the field of play.

We at Competitor's Edge are honored to be associated with the athletes from Newport Central Catholic and we consider it a privilege to work with them. We want to extend our gratitude by offering an additional two sessions to this year's program at no additional cost. The ten sessions will run from June 1 – July 1 on Monday and Wednesday mornings from 8:30 – 10:30 am. The cost remains at \$225.00 per person. Participants must be registered by May 22, 2009. There is a \$25.00 non refundable registration fee.

Please feel free to contact me with any questions at: (859) 442-5800 ext. 164.

Sincerely,

Paul A. Bodenbach  
President

**COMPETITOR'S EDGE**  
**PERFORMANCE TRAINING AGREEMENT**

Client Name \_\_\_\_\_ Age \_\_\_\_\_ Birth Date \_\_\_\_ / \_\_\_\_ / \_\_\_\_  
Street Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Home Phone (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ Cell Phone (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_  
Parent/Guardian \_\_\_\_\_ Relationship \_\_\_\_\_  
Street Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Home Phone (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ Work Phone (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_  
Emergency Contact \_\_\_\_\_ Telephone (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_  
E-Mail Address \_\_\_\_\_

- 1.) Participants must maintain a 2.00 minimum grade point average to be eligible to participate in this program. Any student who slips below a 2.00 grade point will be dropped from the program with no refund.
- 2.) All participants will exhibit a high standard of behavior. Neither cursing nor off colored remarks will be tolerated.
- 3.) All participants will wear proper athletic attire. Clothing must be in good taste. Shirts will be tucked in, pants will be pulled up over the hips.
- 4.) In keeping with high school and collegiate rules, jewelry will not be allowed.
- 5.) All participants will be ready to work out at the designated time. Anyone who may be late or will miss a session must call or make arrangements ahead of time.
- 6.) For the benefit of the participants and in order to achieve maximum results, each program must be completed in the scheduled time period. There are no make-ups for missed sessions.
- 7.) Each participant must be willing to serve as a member of the Competitor's Edge Team. Encouragement of your fellow participants and high standards of behavior are mandatory.
- 8.) All participants must sign a release of liability prior to participation.
- 9.) All training sessions must be paid in full in advance by cash or check members of the Town and Country may have the training fee billed directly to their account.
- 10) All participants must commit to giving 100% effort in each session throughout the course of the program.

I the undersigned have read and agree to follow the above policies and procedures regarding programs conducted by Competitors Edge Inc.

Signature \_\_\_\_\_ Date \_\_\_\_ / \_\_\_\_ / \_\_\_\_  
Parent or Guardian \_\_\_\_\_ Date \_\_\_\_ / \_\_\_\_ / \_\_\_\_

**Performance Fee: \$225.00. Please make checks payable to: Town and Country.  
Send to: Town & Country Sports Complex 1018 Town Dr. Wilder, KY. 41076  
Attn. Competitors Edge Training**

# Competitor's Edge Training

## GENERAL LIABILITY RELEASE, ASSUMPTION OF RISK, AND WAIVER OF CLAIMS

In consideration of being permitted to participate in exercise, athletic endeavors, or other activities (collectively "athletic endeavors") at Town and Country Sports Complex, the undersigned participant(s) do each agree that Town and Country Sports Complex and Competitors Edge, its heirs, assigns, and agents, and any and all other persons or entities involved in its athletic endeavors, together with all subcontractors, employees or volunteers, SHALL NOT BE LIABLE for injury or death to the undersigned participant(s), their heirs, assigns and agents, or for any loss due to theft of or damage to their property or for any other consequential incidental damages caused in any manner whatsoever where any such liability is attributable to the absence of ordinary or even slight care by Town and Country Sports Complex and Competitors Edge, in the conduct of athletic endeavors.

Furthermore each of the undersigned DOES HEREBY WAIVE any and all claims or causes of action against Town and Country Sports Complex and Competitors Edge which he or she may have by reason thereof AND DOES HEREBY RELEASE AND HOLD HARMLESS Town and Country Sports Complex and Competitors Edge from any and all claims or causes of action that he or she may have from the beginning of time, now, and in the future. Each of the undersigned further agrees not to bring or cause to be brought any suit or any such claim or cause of action and acknowledges that the releases and waivers referred to herein shall apply regardless of whether liability is asserted on the basis of contract, strict liability, ordinary negligence or gross negligence.

I also affirm that I am voluntarily participating in athletic endeavors and using the facilities, and further acknowledge that I know, understand, and appreciate the inherent risks of such participation and use (ranging from minor injuries such as sprains, to major injuries such as heart attacks, ankle and knee injuries, to catastrophic injuries such as death or paralysis). I assume full responsibility for any and all injuries or damages from participating in athletic endeavors and facility use, which may occur to me as a result of such participation.

Each of the undersigned further acknowledge that the execution of this Release, Assumption of Risk, and Waiver is continuing in nature, that it is his or her free and voluntary act, that he or she does not intend to participate in athletic endeavors at Town and Country Sports Complex until or unless he or she has had full opportunity to inspect its exercise and athletic facilities and sites and to receive all information from Town and Country Sports Complex and Competitors Edge that might bear on his or her decision to participate, and that he or she is under no duress or undue influence.

Furthermore, each of the undersigned intends both that he or she be legally bound hereby, and, in the event of his or her death, that this release and waiver shall be binding on his or her estate, heirs, beneficiaries or any other successors in interest.

This Release, Assumption of Risk, and Waiver shall be construed under the laws of the Commonwealth of Kentucky.

SIGNATURE BELOW VERIFIES THAT EACH OF THE UNDERSIGNED HAS READ AND FULLY UNDERSTANDS THE FOREGOING and further certifies that the information provided in his or her entry forms and/or personal data sheets is true and complete.

IN WITNESS WHEREOF, each of the participants sets forth his or her hand at the time and on the date below written.

\_\_\_\_\_  
Participant's Name (Print)

\_\_\_\_\_  
Participant's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Parent's Name (Print)

\_\_\_\_\_  
Parents Signature (required if under 18)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Emergency Contact

\_\_\_\_\_  
Phone #