



Mark Dickson Tennis Academy
8551 Woodbriar Drive
Sarasota, FL 34238
941.356.4932
www.markdicksonennis.com

REGISTRATION FORM

2009-2010 HIGH PERFORMANCE CHAMPIONS TRAINING PROGRAM

STUDENT INFORMATION – PLEASE COMPLETE A SEPARATE REGISTRATION FORM FOR EACH STUDENT

Student's Name: _____

Mailing Address: _____

Primary Email: _____ Student's Cell Phone: _____

Birth Date: ____/____/____ Age: _____ Male Female

Adult T-shirt size: Small Medium Large XL

How did you hear about the Mark Dickson Tennis Academy?

Student Goals

Goals in Tennis: (Please give us an idea of your specific tennis goals and what you would like to improve and expect to achieve at the Mark Dickson Tennis Academy.)

Short Term Goals (within the next 3 months):

Medium Term Goals (within the next 6 months):

Long Term Goals (within the next year):

Extended Long Term Goal (3 – 5 years):

Biggest, Most Incredible Dream Goal of All Time:

Please describe the following:

Your game style:

- Aggressive baseliner Counter attacker All-court player Serve and volleyer

Your best weapons:

1.) _____ 2.) _____

Your biggest weaknesses:

1.) _____ 2.) _____

Parent / Guardian Information

Parent(s) Name(s): _____

Primary Phone Number: _____

Mother's Cell Phone: _____ Father's Cell Phone: _____

Parent's Email Address _____

What is the Primary Goal you have for your child?

Host Family Information

If you reside in the Sarasota / Bradenton area do you have an interest in becoming a Host Family and providing housing for an out-of-town student in need of local support? You would be compensated to cover your expenses incurred for your time and the student's food, transportation and entertainment costs. Yes No

If yes, please check all times that you would be able host a student in need of a Host Family:

School Year Host Family (August – May)

Weekend Camp Host Family

Holiday Camp Host Family

Weekly Summer Camp Host Family

What preferences for a student do you have?

Ages 12 – 14

Ages 15 – 18

Male

Female

All of the above information must be completed and signed BEFORE enrollment in any Academy programs.

Please return registration forms to:

In person:	Via email:	Via fax:	Mail registration forms and payment to:
Your Professional Coach	Scan and email to: Karen@markdicksonennis.com	941.926.4207	Mark Dickson Tennis Academy 8551 Woodbriar Drive Sarasota, FL 34238

Thank you and we look forward to spending a fun and productive season together!

Terms and Policies

- Monthly payment is due, in advance, on the 1st of each month
- No refunds or credits will be given for missed sessions due to travel to tournaments, school team matches, partial weeks, outside match play or rain days.
- Rain make-up days will be on Saturdays or through extended or additional week day sessions.
- Credit requests related to a legitimate physical injury or medical condition must be accompanied by a signed note and medical report from a duly licensed medical doctor.
- Individual private lessons and lesson packages are paid in full upon scheduling and are non-refundable if cancelled.
- With prior notice, time for parent/coach phone consultations may be billed at \$125 per hour if parents require more time than is presently allotted in current Academy session pricing.
- Prices and hours are subject to change.
- Students enrolled in the High Performance Champions program and training at Payne Park must join Payne Park as annual pass holders for \$120 or pay the park's \$8 hourly fee to play.

Parent / Guardian Signature: _____ Date: _____

Please make checks payable to: Mark Dickson Tennis Academy, L.L.C.

Please remember to complete, sign and date the following forms:

- HEALTH HISTORY & EMERGENCY CONTACT
- PARTICIPATION AGREEMENT
- STUDENT FEE PLAN
- WAIVER & RELEASE FROM LIABILITY



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Sarasota, FL 34238
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www.markdicksonstennis.com

STUDENT'S PERSONAL HEALTH HISTORY & EMERGENCY CONTACT FORM

PLEASE PRINT OR TYPE (USE ONE FORM PER STUDENT)

NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____ COUNTRY: _____

HOME PHONE: _____ CELL PHONE: _____

DATE OF BIRTH ____/____/____ [] MALE [] FEMALE AGE _____

PARENT / GUARDIAN FULL NAME: _____

ADDRESS (IF DIFFERENT FROM ABOVE):

CITY/STATE/ZIP CODE: _____

DAY PHONE: _____ NIGHT PHONE: _____

PLEASE LIST A PERSON OTHER THAN THE PARENT OR GUARDIAN WHO COULD BE CONTACTED IN CASE OF AN EMERGENCY BELOW:

EMERGENCY CONTACT: _____

CONTACT PHONE #: _____

FAMILY PHYSICIAN: _____

PHYSICIAN'S PHONE #: _____

Health History

IF THE STUDENT SHOULD BE RESTRICTED FROM ANY ACTIVITY, PLEASE NOTE:

Please list all medications student is currently taking: _____

Please list all medical conditions currently under treatment:

I certify that my child is physically fit and has sufficient abilities for this program. I understand that the Mark Dickson Tennis Academy programs and camps include vigorous physical activities and exertion, which can occur in a hot and humid environment.

Parent or Legal Guardian Signature: _____

Date: ____/____/____

All of the above information must be completed and signed BEFORE enrollment in the Academy.

PARTICIPATION AGREEMENT

The undersigned, _____ (“Responsible Party”) are the parents, legal guardians, or responsible party of:

_____ (“Student”).

Responsible Party and Student hereby enter into this Participation Agreement (this “Agreement”) to have Student participate in the Mark Dickson Tennis Academy, LLC, a Florida limited liability company (the “Academy”), and now therefore, Responsible Party, Student, and the Academy agree as follows:

Student Fee Plan. Responsible Party hereby unconditionally agrees to pay to the Academy the total student tuition and fee amount in accordance with the fee schedule and policies outlined in the remainder of this Student Registration Packet (the “Student Fee Plan”). Responsible Party acknowledges and agrees that in reliance upon this Agreement and Responsible Party’s obligation to make payment in accordance with the Student Fee Plan, the Academy will incur obligations including, among other things, the engaging of instructors and the purchase of equipment, materials, facilities rental, and supplies. Responsible Party hereby acknowledges and agrees that the Student Fee Plan may be amended by the Academy at anytime.

Enrollment. This Agreement, duly signed, and any amounts required by the Student Fee Plan, must be received by the Academy prior to Student entering into any program of the Academy. If this Agreement and the required fees are not received by such date, Student may be placed in a wait pool and will be enrolled only if a spot becomes available, as determined by the Academy, in its sole and absolute discretion.

Financial Obligations. The Academy reserves the right to prohibit Student from attending Academy programs until all sums due under this Agreement are paid in full, including but not limited to any tuition; late fees or finance charges; interest; collection costs, fees or expenses; legal; or other fees incurred by the Academy in collecting any of the foregoing.

Equipment Needed. Responsible Party and Student hereby acknowledge and agree that Student should have, at a minimum, the following equipment to participate in any activities, events, programs, camps, or other events related to the Academy: (i) 2 tennis racquets (properly strung), (ii) tennis shoes suitable for both clay and hard court play, (iii) a water bottle or jug, (iii) appropriate hat, (iv) running shoes, and (v) appropriate sunscreen or sun-block lotion.

Compliance with Rules and Regulations. Responsible Party and Student shall be bound by all the rules and regulations of the Academy set forth in the Academy’s student code of conduct or student handbook, which may be changed by the Academy at any time (the “Code of Conduct”). Responsible Party and Student hereby acknowledge and agree that they all have: (i) received a copy of the Code of Conduct, and (ii) read and understand what is contained in the Code of Conduct. Any disregard or violation of any part of the Code of Conduct by Responsible Party or Student shall be sufficient cause for dismissal of Student by the Academy, in its sole and absolute discretion.

Responsibility for Personal Property. The Academy shall not be held liable for any loss or damage to any property or personal effects of Student brought: (i) to any program or event related to the Academy, or (ii) onto any real property in which programs or events related to the Academy are being held or performed.

Medical Emergency/Permission to Treat. Responsible Party and Student hereby give consent to the Academy, or its employees, staff, volunteers, agents, independent contractors, or to any hospital, doctor or medical facility or personnel to administer emergency treatment to Student in the event of an emergency or an event deemed to be an emergency by such person administering emergency treatment, and Responsible Party shall pay for all costs resulting from such treatment. Responsible Party and Student also give consent for Student to be transported by medical ambulance and shall pay for all costs resulting from such transportation. Responsible Party and Student hereby acknowledge and agree that the Academy shall have the right, in the Academy’s sole and absolute discretion, to remove Student from any and all programs and activities related the Academy if at any time the Academy has a concern for the medical safety of Student.

Responsible Party/Academy Relationship. Responsible Party understands that a positive and constructive working relationship between the Academy and Responsible Party is essential to the fulfillment of the Academy’s objectives and mission. The Academy shall

have the right to discontinue participation of Student if the Academy concludes, in its sole and absolute discretion, that Responsible Party's actions make such a positive and constructive relationship impossible or otherwise seriously interfere with the Academy's accomplishment of its purposes.

Permission to Transport. Responsible Party and Student hereby give permission to the Academy to transport Student by vehicle to any off-site tournaments, training facilities, camps, trips, programs, or other events related to the Academy. Responsible Party and Student hereby release the Academy, or any of its officers, managers, members, affiliates, employees, independent contractors, instructors, agents, or anyone else acting for or on behalf of the Academy, from any and all injury, loss, accident or death that may occur to Student while being transported as set forth herein.

Marketing Rights. Responsible Party and Student hereby irrevocably grants to the Academy the right to use Student's name, nickname, biographical information, and likeness (whether captured in photographs, video, motion pictures, telecasts, or any other recording) for purposes of advertising, marketing, and promoting the Academy, including, but not limited to, books, video, television, reports, or articles. Responsible Party and Student hereby acknowledge and agree that any and all video taping or photography of any programs or events related to the Academy, or any of its officers, managers, members, affiliates, employees, independent contractors, instructors, agents, or anyone else acting for or on behalf of the Academy, is strictly prohibited, without the express written consent of the Academy and any violation of this provision by Responsible Party of Student may result in the Academy pursuing any and all remedies under Florida law or Federal law.

Confidentiality. Responsible Party and Student at all times during the Academy's providing of services under this Agreement and following the termination of this Agreement for whatever reason, shall treat as confidential and maintain in confidence all information relating to the business of the Academy, including without limitation any and all communications in electronic, hard copy or paper format to and from the Academy, or any of its officers, managers, members, affiliates, employees, independent contractors, instructors, agents, or anyone else acting for or on behalf of the Academy. In addition, Responsible Party and Student agree that, without the prior written approval of the Academy, it will not disclose any such information at any time to any person, corporation or employee thereof, association or member thereof or other person or entity except identified authorized and approved personnel of the Academy. Upon the termination of the Academy's services under this Agreement for any reason, Responsible Party and Student shall not take or retain any records, files or other documents, or copies thereof, relating in any way to the business operations of the Academy, including, but not limited to, drills, trade secrets, programs, activities, schedules, or any information or documentation about the Academy provided by the Academy, or anyone on behalf of the Academy, to Responsible Party or Student. It is expressly agreed that the remedy at law for breach of this provision is inadequate and that the Academy shall, in addition to any other available remedies, be entitled to injunctive relief to prevent the breach or threatened breach thereof.

Disclosure of Activities. Responsible Party and Student hereby acknowledge and agree that there are certain risks and dangers of injury inherent to participation in recreational activities and athletic activities, which risks and dangers may be caused by the action, inaction, or negligence of Student or others, and these risks and dangers may not be known or reasonably foreseeable at the time. Responsible Party and Student hereby acknowledge and agree that in light of the foregoing risks and dangers, both parties assume such risks and dangers in participating in all activities associated with the Academy, including, but not limited to mental, emotional, and physical activities, strenuous or otherwise, that may involve hitting, swinging, bending, jumping, rotating, throwing, serving, gripping, catching, stretching, contact with the ground or other participants, contact with tennis strings under tension or otherwise, fences, lines, temporary nets or lines, running parachutes, hurdles, mat drills, cardiovascular exercises, agility training, flexibility training, cardiovascular training, volleyball tennis, baseball, lacrosse sticks, dodge ball, diving, beach tennis, strength-building exercises and training, power-building exercises and training, agility ladders, exercises, and training, weighted medicine balls, step platforms, free-weights, elliptical machine, exercise bikes, weight machines, elastic tubing, cones, balls, racquets, cross-training, telescope extension poles, Frisbee, football, soccer, badminton, running on dry, damp, slippery, wet, or uneven surfaces, including, but not limited to, Har-Tru, clay, sand, grass, concrete, asphalt, gravel, and differing weather conditions and the effects caused by such weather conditions, including, but not limited to, the sun, wind, or rain.

Accuracy of Information. Responsible Party hereby certifies that all information Responsible Party has provided to the Academy is complete and accurate. Incomplete or inaccurate information shall be cause to reject or cancel enrollment where Student has been admitted prior to the Academy's learning of the omissions(s) and/or inaccuracies.

Solicitation of Academy Staff. Responsible Party and Student hereby acknowledge and agree that they shall not solicit any employee, volunteer, staff, independent contractor, or other agent of the Academy to provide private or public tennis (or any activity related to tennis) lessons, training, or fitness to Student or any other party, and if the Academy determines, in its sole and absolute discretion, that there has been any solicitation, or lessons or training activities, as a result of the solicitation, then the Academy will pursue all available remedies at law and in equity against Responsible Party and Student, including, but not limited to, the fees lost by the Academy as a result of the breach of this provision.

Attorney's Fees. With regard to any legal disputes arising out of or related to this Agreement, the prevailing party shall receive from the non-prevailing party all reasonable legal fees, costs, charges, and expenses incurred, including reasonable attorneys' fees, whether from the initial request for redress or through trial, appeal, and collection.

Applicable Law. This Agreement shall be governed by the internal laws of the State of Florida (without regard to conflict of laws or similar concepts). Jurisdiction and venue shall lie, and all legal proceedings shall be brought, in the Twelfth Judicial Circuit in and for Sarasota County, Florida, or in the United States District Court for the Middle District of Florida.

Mediation. Responsible Party, Student, and the Academy hereby acknowledge and agree that any and all disputes arising or claims made under this Agreement by Responsible Party or Student against the Academy shall be sent to mediation by Responsible Party or Student and adjudicated by a mediator (as determined by the Academy) prior to Responsible Party or Student seeking or proceeding with any action against the Academy in a court-of-law.

Severability. If for any reason any provision or provisions hereof are determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or effect of those portions of this Agreement which are valid.

Membership. Responsible Party and Student hereby acknowledge and agree that Student may be required to become a member or annual pass-holder, by paying a fee or otherwise, of any club, park, or facility being used by the Academy, including, but not limited to, Payne Park located in Sarasota County, Florida. Responsible Party and Student hereby acknowledge and agree that the Academy shall have the absolute right to limit the Student's usage of the facilities provided under any membership provided herein, and that Student is subject to any agreement, contract or other governing document setting forth the terms of any membership provided herein.

Counterparts. This Agreement may be executed in any number of separate counterparts by one or more of the parties hereto and all of said counterparts taken together shall constitute one and the same instrument.

Release of Liability and Indemnity Agreement. In consideration for Student being permitted to be enrolled with the Academy, Responsible Party and Student hereby acknowledge, agree, and represent that he or she has inspected and carefully considered, or immediately upon entering or participating will inspect and carefully consider, the Academy's vehicles, tennis courts, bleachers, facilities, beaches, equipment, and any facilities used or under the control of Academy, including, but not limited to, fields, vehicles, and athletic facilities and equipment (collectively, the "Academy Facilities"). Responsible Party and Student further represent that such entry into, or on, any of the Academy Facilities to participate as a student or for observation constitutes an acknowledgment that such Academy Facilities are safe and reasonably suited for the purpose of such participation or observation.

IN FURTHER CONSIDERATION OF STUDENT BEING PERMITTED TO BE ENROLLED WITH THE ACADEMY, RESPONSIBLE PARTY AND STUDENT HEREBY AGREE TO THE FOLLOWING:

1. Responsible Party and Student, on behalf of himself or herself, his or her personal representatives, heirs, next of kin, minor children, and guests (collectively the "Releasors"), hereby covenants not to sue the Academy or any of its officers, managers, members, affiliates, employees, independent contractors, instructors, agents, or anyone else acting for or on behalf of the Academy (collectively the "Released Parties"), hereby releases and discharges the Released Parties from, and hereby waives any and all claims of liability for personal injury, illness, paralysis, loss of life, or property damage (including theft) of any kind or nature, foreseen or unforeseen, arising out of or sustained in the course of any of the Releasors' use of the Academy Facilities or any facilities or equipment therein or resulting from participating in any program affiliated with the Academy, unless caused solely by the gross negligence or willful misconduct of the Released Parties.

2. Responsible Party and Student hereby agree to indemnify and save and hold harmless the Released Parties and each of them from any loss, liability, damage, or cost they may incur due to the presence of any one or more of the undersigned in, upon, or about the Academy Facilities premises, the observation or use by the or undersigned of any part of the Academy Facilities or equipment of the Academy, or the participation of Student or Responsible Party in any program affiliated with the Academy, unless caused solely by the gross negligence or willful misconduct of the Released Parties.
3. Responsible Party and Student hereby assumes full responsibility for risk of bodily injury, death, or property damage due to negligence of the Released Parties or otherwise while in, about, or upon the premises of the Academy Facilities or while using any facilities or equipment thereon or participating in any program affiliated with the Academy.
4. Responsible Party and Student, on behalf of the Releasors, hereby covenants not to sue the Released Parties for, hereby releases and discharges the Released Parties from, and hereby waives any and all claims of liability for personal injury, illness, paralysis, loss of life, or property damage (including theft) of any kind or nature, foreseen or unforeseen, arising out of or sustained in connection with any action or inaction of a tennis instructor, unless caused solely by the gross negligence or willful misconduct of the Released Parties.

Responsible Party and Student represent that all exercises, drills, lessons, treatments, and use of the Academy Facilities shall be undertaken at Student's own risk, that Student is in good physical condition, receives at least an annual medical evaluation by a duly licensed physician, and that Student is physically able to undertake any and all physical exercises and treatments provided by the Academy. Responsible Party and Student further expressly agree that this Agreement is intended to be as broad and inclusive as is permitted by the law of the State of Florida and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

RESPONSIBLE PARTY AND STUDENT HAVE ALL READ AND VOLUNTARILY SIGN THIS RELEASE OF LIABILITY AND INDEMNITY AGREEMENT and further agrees that no oral representations, statements, or inducement apart from this Agreement have been made.

RESPONSIBLE PARTY HEREBY FURTHER ACKNOWLEDGES AND AGREES THAT THEY ARE THE LEGAL GUARDIAN OR HAVE LEGAL CUSTODY OF STUDENT AND THAT RESPONSIBLE PARTY IS LEGALLY RESPONSIBLE FOR STUDENT.

RESPONSIBLE PARTY

Responsible Party: _____ Date: _____

Print Name: _____

Address: _____

Responsible Party: _____ Date: _____

Print Name: _____

Address: _____

MARK DICKSON TENNIS ACADEMY, LLC,

a Florida limited liability company

By: _____ Date: _____

Mark Dickson, As its Manager

STUDENT

Student hereby agrees to be bound by this Agreement and further agrees to act in the best interests of the Academy at all times during Student's participation in the Academy, which may include, mentoring another student in the Academy, volunteering in the local community, acting as a student volunteer responsible for assisting with the daily programs of the Academy, or assisting the Academy to ensure that the Academy facilities are kept in a neat, clean, and orderly arrangement.

Student: _____ Date: _____

Print Name: _____

Address: _____

Student Fee Plan 2009 - 2010

Full Time Morning & Afternoon Elite Tour Champions Program

(Training includes 4 morning sessions and up to 3 afternoon sessions per week)

- Full Year (37 weeks) \$22,500
- 1st Semester (17 weeks) \$10,500
- 2nd Semester (20 weeks) \$12,000

Holiday schedule: Thanksgiving Holiday – November 26th & 27th

Winter Break Holiday – Weeks of December 21st & 28th

Spring Break Holiday – Week of March 29, 2010

- Monthly, no contract – \$3,000 Month(s) of: _____
- Weekly – \$850 Week(s) of: _____
- Daily – \$175 Date(s) of: _____

Student Name: _____

Responsible Party / Guardian Name: _____

Responsible Party / Guardian Signature: _____

Date: _____

WAIVER AND RELEASE FROM LIABILITY

Student: _____

Responsible Party: _____

IN CONSIDERATION OF STUDENT BEING PERMITTED TO PARTICIPATE IN THE MARK DICKSON TENNIS ACADEMY (the "Academy"), RESPONSIBLE PARTY AND STUDENT HEREBY AGREE TO THE FOLLOWING (this "Agreement"):

Medical Emergency/Permission to Treat: Responsible Party and Student hereby give consent to the Academy, or its employees, staff, volunteers, agents, independent contractors, or to any hospital, doctor or medical facility or personnel to administer emergency treatment to Student in the event of an emergency or an event deemed to be an emergency by such person administering emergency treatment, and Responsible Party shall pay for all costs resulting from such treatment. Responsible Party and Student also give consent for Student to be transported by medical ambulance and shall pay for all costs resulting from such transportation. Responsible Party and Student hereby acknowledge and agree that the Academy shall have the right, in the Academy's sole and absolute discretion, to remove Student from any and all programs and activities related the Academy if at any time the Academy has a concern for the medical safety of Student.

Permission to Transport: Responsible Party and Student hereby give permission to the Academy to transport Student by vehicle to any off-site tournaments, training facilities, camps, trips, programs, or other events related to the Academy. Responsible Party and Student hereby release the Academy, or any of its officers, managers, members, affiliates, employees, independent contractors, instructors, agents, or anyone else acting for or on behalf of the Academy, from any and all injury, loss, accident or death that may occur to Student while being transported as set forth herein.

Marketing Rights: Responsible Party and Student hereby irrevocably grants to the Academy the right to use Student's name, nickname, biographical information, and likeness (whether captured in photographs, video, motion pictures, telecasts, or any other recording) for purposes of advertising, marketing, and promoting the Academy, including, but not limited to books, video, television, reports or articles. Responsible Party and Student hereby acknowledge and agree that any and all video taping or photography of any programs or events related to the Academy, or any of its officers, managers, members, affiliates, employees, independent contractors, instructors, agents, or anyone else acting for or on behalf of the Academy, is strictly prohibited, without the express written consent of the Academy and any violation of this provision by Responsible Party of Student may result in the Academy pursuing any and all remedies under Florida law or Federal law .

Acceptance of Academy Facilities: In consideration for Student being permitted to participate in the Academy, Responsible Party and Student hereby acknowledge, agree, and represent that he or she has inspected and carefully considered, or immediately upon entering or participating will inspect and carefully consider, the Academy's vehicles, tennis courts, bleachers, facilities, equipment, and any other facilities used or under the control of Academy, including, but not limited to, fields, beaches, vehicles, and athletic facilities and equipment (collectively, the "Academy Facilities"). Responsible Party and Student further represent that such entry into, or on, any of the Academy Facilities to participate as a student or for observation constitutes an acknowledgment that such Academy Facilities are safe and reasonably suited for the purpose of such participation or observation.

Release of Liability and Indemnity: Responsible Party and Student, on behalf of himself or herself, his or her personal representatives, heirs, next of kin, minor children, and guests (collectively, the "Releasers"), hereby releases and discharges the Released Parties from, and hereby waives any and all claims of liability for personal injury, illness, paralysis, loss of life, or property damage (including theft) of any kind or nature, foreseen or unforeseen, arising out of or sustained in the course of any of the Releasers' use of the Academy Facilities or any facilities or equipment

therein or resulting from participating in any program affiliated with the Academy, unless caused solely by the gross negligence or willful misconduct of the Released Parties. Responsible Party and Student hereby agree to indemnify and save and hold harmless the Released Parties and each of them from any loss, liability, damage, or cost they may incur due to the presence of any one or more of the undersigned in, upon, or about the Academy Facilities premises, the observation or use by the or undersigned of any part of the Academy Facilities or equipment of the Academy, or the participation of Student or Responsible Party in any program affiliated with the Academy, unless caused solely by the gross negligence or willful misconduct of the Released Parties.

Assumption of Risks: Responsible Party and Student represent that all exercises, drills, lessons, treatments, and use of the Academy Facilities shall be undertaken at Student’s own risk, that Student is in good physical condition, receives at least an annual medical evaluation by a duly licensed physician, and that Student is physically able to undertake any and all physical exercises and treatments provided by the Academy. Responsible Party and Student further expressly agrees that this Agreement is intended to be as broad and inclusive as is permitted by the law of the State of Florida and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Applicable Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and any dispute, controversy, or claim arising out of or relating to this Agreement, the subject matter hereof, or any breach hereof, shall be brought in a court of law (whether State and/or Federal) located in Sarasota County, Florida, and if no such court of law is located in Sarasota County, Florida, then the closest location thereto. By execution of this Agreement, Responsible Party and Student accept jurisdiction or, and waive any objection to, the venue lying in the aforementioned courts, and Responsible Party and Student knowingly, voluntarily, and intentionally, waive any right to a trial by jury.

RESPONSIBLE PARTY AND STUDENT HAVE CAREFULLY READ AND VOLUNTARILY AGREE TO THIS AGREEMENT and further agrees that no oral representations, statements, or inducement apart from this Agreement have been made.

RESPONSIBLE PARTY HEREBY FURTHER ACKNOWLEDGES AND AGREES THAT THEY ARE THE LEGAL GUARDIAN OR HAVE LEGAL CUSTODY OF STUDENT AND THAT RESPONSIBLE PARTY IS LEGALLY RESPONSIBLE FOR STUDENT.

Date: _____

Signatures:

Responsible Party

Responsible Party

Student