


One Herd Strength and Speed Program Fall/Winter **2023**

Details:	This program's focus is developing our Future Mustangs Speed and Strength. Athletes will work with Mustang Strength-Speed Coach Conor Mitchell and his staff. Athletes will train in the Mustang Athletic Center and Weight Room. This program will play a critical role in laying the foundation for High School Strength and Conditioning
Who/When/ Where:	All 6-8 Graders , Mounds View High School on Monday, Tuesday, Thursday from 6:00-7:15 pm
Dates:	November 6- December 21 (No Training November 20-24) 18 sessions
Cost:	\$125/Participant (\$6.95 per session)
Payment Methods:	<ul style="list-style-type: none">• Check made out to One Herd LLC• Bring Check by November 6th• Venmo QR Code Option:  venmo

To register please complete the waiver form and email to conormitchellstrengthtraining@gmail.com and make payment by November 6th. If you do not email the waiver form or pay via venmo, please bring both the waiver form and check to workouts on November 6th. No refunds for missed sessions.

To reserve a spot, please reach out to me either through email or phone number
Contact: Conor Mitchell
conormitchellstrengthtraining@gmail.com
(920)-251-7635

ONE HERD TRAINING

RELEASE AND WAIVER OF LIABILITY

This release is by the party signing below, being of lawful age (or, in the case of a minor, through his/her parent or guardian) (herein referred to as “Releasor”) and is given to **One Herd LLC**, a Minnesota limited liability company, Mounds View Public Schools and each of their respective subsidiaries, affiliates, divisions, owners, officers, agents, board members, employees, contractors, consultants, coaches, volunteers, grantors, sponsors, agents, legal representatives, administrators, assigns, heirs, executors, those for whom each is acting and those acting with any of their authority and permission (collectively as “Releasees”).

I. RELEASE OF ALL CLAIMS. Releasor, being of lawful age (or, in the case of a minor, through his/her parent or guardian), in consideration of being permitted to participate in the One Herd Training program (the “Event”), hereby releases and discharges Releasees from all present and future liabilities, debts, obligations, costs, expenses, damages, losses, charges, judgments, executions, liens, claims, demands, actions or causes of action of whatever nature or description, in equity or at law, whether caused in whole or in part by Releasees or any other person or thing during the Event while Releasor is present, which the Releasor or his/her child or ward, family, estate, heirs, representatives, executors, administrators, successors or assigns (collectively, “Related Parties”) may have, whether known or unknown, suspected, asserted or not asserted, arising out of participation by the Releasor or his/her child or ward in the Event, and agrees that Releasees are not responsible for any of the foregoing arising out of the Event, even if caused by their own negligence. The Releasor understands, acknowledges, and accepts that this Release and Waiver of Liability is intended to be binding on the Releasor and anyone related to Releasor, including his/her child or ward participating in the Event. Releasor expressly intends to release future liability of and any and all claims against Releasees, including, but not limited to liability or claims for negligence to the fullest extent permitted by law by one or more of the Releasees and for any and all damages including exemplary damages.

***Initial Here**

II. RISKS ACCEPTED; MEDICAL TREATMENT. The Releasor further understands, acknowledges and accepts that participation in the Event involves certain inherent risks, including, but not limited to, property damage, economic loss, infection by communicable disease, and serious bodily injury (including death), and agrees that the Releasor or his/her child or ward is voluntarily participating in the Event with full knowledge of the risks involved and accepts all risk of participation, as well as all risks to the Releasor or other family members of Releasor who are present at the Event. The Releasor declares that Releasor or his/her participating child or ward is physically fit and has the requisite skill level to participate in the Event. The Releasor authorizes but does not otherwise impose the obligation on, **One Herd LLC**, to provide medical treatment to the Releasor or his/her child, at the Releasor’s cost, should the need arise. The Releasor understands, acknowledges, and accepts that he or she must provide his/her own medical insurance for Releasor or his/her participating child or ward and that all medical bills for care of Releasor or his/her minor are ultimately of Releasor.

a) COVID-19 AND COMMUNICABLE DISEASE NOTICE. Releasor acknowledges that the novel coronavirus SARS-CoV-2 and any resulting disease (together with any mutation, adaption, or variation thereof (collectively, “COVID-19”) is extremely contagious and that an inherent risk of exposure to COVID-19 and other communicable diseases exists in any place where people are or have been present, including the Event, and that no level of precautions taken by Releasees or public health officials can

eliminate the risk of exposure. By participating in the Event, Releasor represents that Releasor and his/her child or ward has complied and is complying with all relevant protocols, subject to change at any time based on orders, guidance, and recommendations from public health officials. Releasor agrees that he/she and his/her child or ward is/are voluntarily assuming all risks related to exposure to COVID-19 and other communicable diseases, viruses, bacteria, or illnesses and specifically releases and discharges Releasees from claims relating to any such injury, disease, virus, bacteria, or illness in connection with the Event.

***Initial Here**

III. GRANT OF PUBLICITY RIGHTS. The Releasor further grants the Releasees the right, but does not otherwise impose the obligation, to photograph, videotape and/or otherwise use the Releasor and/or his/her participating minor's name, face, likeness, voice and appearance in connection with exhibitions, publicity, advertising, website, and promotional materials, free of charge without reservation or limitation.

***Initial Here**

The Releasor understands, acknowledges, and accepts that this Release and Waiver of Liability is intended to be as broad and inclusive as permitted by the laws of the state of Minnesota in which the Event is taking place and agrees that if any portion of this Release and Waiver is invalid, the remainder will continue in full legal force and effect.

Pursuant to Minn. Stat. § 604.055, effective August 1, 2013, nothing in this agreement purports or intends to waive liability for damage, injuries, or death resulting from conduct that constitutes greater than ordinary negligence.

Signature: _____ **Date:** _____

Parent/Guardian Name (please print): _____ **Phone:** _____

Address: _____

City: _____ **State:** _____ **Zip:** _____

Participant Name (please print): _____

Participant Grade: _____