

PERSONAL TRAINING SERVICES AGREEMENT

This Personal Training Services Agreement (this "Agreement") is entered into between Michael Johnson Performance, Inc. d/b/a Michael Johnson Performance Center at Craig Ranch ("MJP") and the undersigned client ("Client"), to be effective as of _____, 20 ____.

In consideration of the mutual promises and covenants set forth below, the receipt and sufficiency of which are acknowledged, Client agrees to purchase athletic training services from MJP, and MJP agrees to deliver athletic training services to Client, upon the following terms and conditions:

1. Client Information: Name: _____
Address: _____

Phone: _____ (home)

Email: _____

2. Price and Payment; Sessions Purchased: Client hereby purchases, and MJP agrees to deliver to Client the agreed upon training sessions. All services shall be supervised and directed by MJP personnel (as designated by MJP) at the Michael Johnson Performance Center at Craig Ranch, 6051 Alma Road, McKinney, Texas 75070. All class schedules subject to change prior to first session.

3. Health Spa Registration. MJP holds a Health Spa Operator's Certificate of Registration issued by the Texas Secretary of State under Registration No. 20070094. MJP intends to open for business at 6051 Alma Road, McKinney, Texas on June 11, 2007.

4. Refund Policy. Except as specified by the Texas Health Spa Act (see notice below), all sessions are non-refundable and non-transferable. This includes voluntary termination of this Agreement by Client and termination of this Agreement by MJP for cause. In the event of an injury or illness to Client (confirmed by a physician) that prevents Client from participating in any session, the unused session(s) will be held as a credit for Client's benefit until Client is medically cleared to resume participation.

5. Rules and Regulations. MJP reserves the right to promulgate Rules and Regulations (herein so called) governing the use of MJP's facilities by all persons. By its signature below, Client acknowledges receipt of MJP's current Rules and Regulations. MJP reserves the right to change or add to the Rules and Regulations at any time in its sole discretion. Client agrees to abide by and follow the Rules and Regulations at all times while present at the MJP facility or participating in a training session with MJP personnel. MJP reserves the right to terminate this Agreement for Client's failure to comply with any of the Rules and Regulations adopted by MJP, without liability for a refund of unused training sessions.

6. Physical Assessment. Client agrees to undergo a comprehensive physical assessment prior to commencement of any training sessions with MJP. In rare cases, MJP in its sole discretion may allow a Client to begin training prior to performance of the assessment, with the understanding that such Client will sign the required Waiver and Release of Liability and Indemnification prior to commencement of any training sessions, and that on-going training is subject to suspension for Client's failure to timely provide the assessment, as detailed below. MJP will refer Client to an independent physical therapist located on site at MJP's facility for an assessment, at no cost to Client, or Client may secure an assessment by a licensed physician or licensed physical therapist of Client's choosing, at Client's expense. Client agrees to authorize the person performing the assessment to disclose the results of the assessment to MJP, and to review same in detail with MJP, and MJP agrees to keep the results of Client's assessment confidential and not disclose the contents of the assessment to any person outside of MJP and Nike, Inc.. CLIENT AGREES TO INDEMNIFY AND HOLD MJP HARMLESS FROM, AND TO LOOK SOLELY TO, THE PERSON(S) AND ENTITY THAT PERFORMED CLIENT'S ASSESSMENT FOR ANY LIABILITY, LOSS, COST OR EXPENSE THAT CLIENT MAY INCUR ATTRIBUTABLE TO ANY FAILURE OR OMISSION OF THE ASSESSMENT TO DETECT AN EXISTING MEDICAL CONDITION OF CLIENT THAT MIGHT BE ADVERSELY AFFECTED BY CLIENT'S PARTICIPATION IN THE TRAINING SESSIONS WITH MJP. Client acknowledges and agrees that the failure of Client to provide a physical assessment of Client, performed by a licensed physician or licensed physical therapist, to MJP within one (1) week of Client's first training session will result in the automatic suspension (without exception) of any future training sessions, until such time as Client provides the assessment to MJP. MJP is not obligated to make-up, or provide any refund for, any training sessions that are missed due to suspension for failure of Client to timely provide an assessment to MJP.

7. Waiver of Claims. Client hereby acknowledges the existence of certain risks inherent in the strenuous physical activity and exercise that will take place during the MJP training sessions, and Client hereby assumes the full risk and responsibility for any injury Client may sustain in the course of training with MJP or Client's use of MJP's facilities and/or equipment. Specifically, Client hereby accepts full responsibility for and hereby waives any claim Client may have against MJP for any injury to Client's person or property arising from or related to any activity conducted or sponsored by MJP, whether occurring at MJP's training facility or elsewhere, including, but not limited to, the use of exercise equipment and participation in training sessions and supervised and unsupervised activities (including, but not limited to, activities in the swimming pool, on the running track [whether on-site or off-site], or in the weight room or gym) as well as all other individual and group activities at MJP. In addition, Client hereby accepts full responsibility for any injury to Client's person or property arising from Client's use of MJP's facilities in general, including but not limited to, MJP's locker rooms, dressing rooms and shower rooms. MJP shall not be responsible or liable to Client or Client's guests for articles damaged, lost or stolen in or about MJP, or in lockers, or for loss or damage to any property, including, but not limited to, automobiles and the contents thereof.

HAVING READ THE PRECEDING, CLIENT ACKNOWLEDGES CLIENT'S UNDERSTANDING OF THE RISKS SET FORTH HEREIN, KNOWINGLY AGREES TO ACCEPT FULL RESPONSIBILITY FOR CLIENT'S OWN EXPOSURE TO SUCH RISKS AND DOES HEREBY EXPRESSLY FOREVER RELEASE AND DISCHARGE MJP, ITS OWNERS, OFFICERS, EMPLOYEES, AGENTS, SUCCESSORS AND ASSIGNS, FROM ALL CLAIMS, DEMANDS, INJURIES, DAMAGES, ACTIONS OR CAUSES OF ACTION THAT MAY ARISE FROM CLIENT'S PARTICIPATION IN ANY ACTIVITY CONDUCTED OR SPONSORED BY MJP, WHETHER OCCURRING AT MJP'S TRAINING FACILITY OR ELSEWHERE. IN ADDITION, THE UNDERSIGNED HEREBY AGREES TO HOLD HARMLESS AND INDEMNIFY MJP, ITS OWNERS, OFFICERS, EMPLOYEES, AGENTS, SUCCESSORS AND ASSIGNS, FROM ANY AND ALL COSTS, LIABILITIES OR LOSSES ARISING FROM CLIENT'S, OR CLIENT'S INVITEE'S, PARTICIPATION IN ANY ACTIVITY CONDUCTED OR SPONSORED BY MJP, WHETHER OCCURRING AT MJP'S TRAINING FACILITY OR ELSEWHERE.

Following Client's physical assessment, but prior to commencing the MJP training sessions, Client agrees to execute MJP's Waiver and Release of Liability

and Indemnification, in the form of such document attached hereto.

8. Make-Up Sessions. In the event that Client misses a regularly scheduled training session, MJP will use good faith efforts to reschedule such session with Client; provided, however, that **MJP has no duty or obligation to offer more than two (2) make-up sessions, or to offer any make-up session later than two (2) weeks after conclusion of the last regularly scheduled training sessions, including SST. There are no refunds for unused training sessions.** All make-up sessions must be scheduled with and confirmed by MJP on a case-by-case basis. SST training must be completed within ten weeks of training start date.

9. Miscellaneous.

A) Parties Bound. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators and legal representatives. As used herein, the term "Client" shall also refer to and include Client's legal guardian or other authorized representative that signs this Agreement on behalf of Client. In the event that Client is a minor, any person signing this Agreement on behalf of Client hereby represents and warrants to MJP that he or she is in fact duly qualified at law to represent Client, and is authorized to do so. As used herein, the term "MJP" shall include its duly authorized directors, officers, employees and agents.

B) Notices. Any notices or any other communications required hereunder shall be sufficiently given if delivered personally or sent by registered or certified mail, postage prepaid, return receipt requested, addressed to Client or to MJP at their respective addresses shown above, or at such other address that shall be furnished in writing by any party to the other, and shall be deemed to have been given as of the date so delivered or deposited in the United States Mail, as the case may be.

C) Choice of Law. It is intention of the parties that the laws of Texas should govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties.

D) Severability. The provisions of this Agreement shall be severable, and if any provision shall be held unenforceable by a judicial decision directly binding upon any party, the remaining provisions shall, nevertheless, remain in full force and effect.

E) Arbitration. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Venue for any arbitration arising out of this Agreement shall be in Collin County, Texas.

10. Statutory Notices.

(1) "NOTICE TO PURCHASER: DO NOT SIGN THIS CONTRACT UNTIL YOU READ IT OR IF IT CONTAINS BLANK SPACES."

(2) "IF YOU DECIDE YOU DO NOT WISH TO REMAIN A MEMBER OF THIS HEALTH SPA, YOU MAY CANCEL THIS CONTRACT BY MAILING TO THE HEALTH SPA BY MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DAY YOU SIGN THIS CONTRACT, A NOTICE STATING YOUR DESIRE TO CANCEL THIS CONTRACT. THE WRITTEN NOTICE MUST BE MAILED BY CERTIFIED MAIL TO THE FOLLOWING ADDRESS:
6051 ALMA ROAD, MCKINNEY, TEXAS 75070."

(3) "IF THE HEALTH SPA GOES OUT OF BUSINESS AND DOES NOT PROVIDE FACILITIES WITHIN 10 MILES OF THE FACILITY IN WHICH YOU ARE ENROLLED OR IF THE HEALT SPA MOVES MORE THAN 10 MILES FROM THE FACILITY IN WHICH YOU ARE ENROLLED, YOU MAY CANCEL THIS CONTRACT BY MAILING BY CERTIFIED MAIL A WRITTEN NOTICE STATING YOUR DESIRE TO CANCEL THIS CONTRACT, ACCOMPANIED BY PROOF OF PAYMENT ON THE CONTRACT TO THE HEALTH SPA AT THE FOLLOWING ADDRESS:
6051 ALMA ROAD, MCKINNEY, TEXAS 75070."

(4) "IF YOU DIE OR BECOME TOTALLY AND PERMANENTLY DISABLED AFTER THIS DATE THIS CONTRACT TAKES EFFECT, YOU OR YOUR ESTATE MAY CANCEL THIS CONTRACT AND RECEIVE A PARTIAL REFUND OF YOUR UNUSED MEMBERSHIP FEE BY MAILING A NOTICE TO THE HEALTH SPA STATING YOUR DESIRE TO CANCEL THIS CONTRACT. THE HEALTH SPA MAY REQUIRE PROOF OF DISABILITY OR DEATH. THE WRITTEN NOTICE MUST BE MAILED BY CERTIFIED MAIL TO THE FOLLOWING ADDRESS:
6051 ALMA ROAD, MCKINNEY, TEXAS 75070."

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

PARTICIPANT:

(Signature) Date: _____

(Print Name)

MICHAEL JOHNSON PERFORMANCE, INC.:

(Signature) Date: _____

(Print Name)

(Title)

PARTICIPANT'S LEGAL GUARDIAN:

(Signature) Date: _____

(Print Name)

(Relationship to Participant)

