



Performance Instruction & Training (PIT)
156 Byers Creek Road
Mooresville, NC 28117
T (704) 799-3869 / F (704) 799-3871
www.visitPIT.com

HIPAA CONSENT

HIPAA is the Health Insurance Portability and Accountability Act. This form summarizes important information regarding Pit Instruction and Training, LLC health care services and provides your written consent for treatment/care by Pit Instruction and Training, LLC health care providers and your consent to health care providers to use and disclose your protected health information for treatment, payment for services, and health care operations.

SERVICES OFFERED

Pit Instruction and Training, LLC may provide a variety of services related to the care, prevention and rehabilitation of injuries incurred by program participants. Physicians, licensed athletic trainers, physical therapists, massage therapists and other health care providers may provide services at Pit Instruction and Training, LLC facilities. The health care providers will determine if the care needed involves resources or competencies beyond the scope of available services, and will provide the appropriate referral, documentation, and follow-up.

CONFIDENTIALITY

Your medical records on file at Pit Instruction and Training, LLC are treated as confidential records and will only be released pursuant to your authorization or as otherwise permitted or required by law.

CONSENT FOR TREATMENT/CARE

I have read the above material regarding rights and responsibilities of the program participant as it relates to Pit Instruction and Training, LLC. I understand its provisions, and agree to receive services under the above conditions and I consent to treatment/care, as determined to be necessary by the physicians, licensed athletic trainers, physical therapists, massage therapists and other health care providers.

CONSENT FOR USE AND RELEASE OF INFORMATION

I give permission to Pit Instruction and Training, LLC affiliated health care providers to release any information about me, my health, the health services provided to me, or payment for my health services which may be necessary; 1) For my treatment – to any physician, or other health care providers or facilities which need the information for my continued care; I further authorize Pit Instruction and Training, LLC health care providers and consulting physicians to hospitalize and secure treatment for me for any athletic injuries, 2) For payment purposes – to determine whether I am eligible for insurance coverage and if this treatment/care is authorized for payment by my insurance. This information may also be used to process an insurance claim, for billing and for collection purposes, 3) For Pit Instruction and Training, LLC affiliated health care providers to operate its business more efficiently, and to assess and improve the quality of its health care.

Signature

____ / ____ / ____
Date

Print Name



Performance Instruction & Training (PIT)
156 Byers Creek Road
Mooresville, NC 28117
T (704) 799-3869 / F (704) 799-3871
www.visitPIT.com

ASSUMPTION OF RISK and LIABILITY RELEASE

This exculpatory and assumption of risk agreement, release of liability and covenant not to sue is a legal document. It is referred to as "the Agreement". The parties to the Agreement are on one hand, myself, my heirs, my personal representatives and all others who may claim by or through me at any time including ant representative(s) of my Estate and, on the other hand, Pit Instruction and Training, LLC (herein after collectively referred to as "PIT"), and any employee, agent, representative, instructor, shareholder, officer, director, subsidiary, affiliate, parent company, successor or assignee of PIT. I agree that my Initials and signature, where indicated in the Agreement, is my binding agreement to and acceptance of the provisions of the Agreement. I will not sign or initial any part of this document unless I fully understand and agree to be bound by its contents.

INITIALS _____

VOLUNTARY CHOICE

I desire to participate in PIT programs and activities and have come to participate in PIT programs and activities of my own free will and not due to any inducement or duress whatsoever. I understand that part of the required consideration for being allowed to participate in PIT programs and activities is my execution of all the provisions of the Agreement.

INITIALS _____

NATURE OF SPORT AND ASSUMPTION OF ALL ASSOCIATED RISKS

I understand that PIT programs and activities and all its attendant activities is a hazardous, dangerous, calculated risk activity that can result in serious, permanent injury, disability or death to its participants. I understand that I can be injured or killed, even if I do everything as I was instructed to do. I am accepting these and all other accompanying risks in order to be allowed to participate in PIT programs and activities of my own free will and with full understanding of the possible consequences and potential dangers, and without inducements, promises or statements other than those contained in the Agreement. I hereby personally assume all risks of any nature for any death, injury or other damages to myself, my property or the property of others which may in anyway, whether foreseeable or not, arise out of my participation in PIT programs and activities or my use of any and all accompanying facilities and equipment, and / or from the actions – specifically including negligent acts or omissions – of all persons involved either directly or indirectly in this activity. I know and fully appreciate that PIT programs and activities expose me to risk of serious personal injury and death and I fully appreciate these dangers and voluntarily assume these risks.

INITIALS _____

RELEASE AND WAIVER OF ALL CLAIMS

I, for myself, my heirs, executors, representatives, assigns, successors, administrators and anyone else claiming by or through me, hereby expressly release, discharge, indemnify, hold harmless from and waive any and all claims (including but not limited to claims for property damage, personal injury, and death) whether foreseeable or not – arising from negligence carelessness, gross negligence, willful and wanton conduct, strict liability, or otherwise which I may presently or at anytime in the future possess against anyone associated with these activities including, but not limited to PIT, any employee, agent, representative, shareholder, officer, director, subsidiary, affiliate, parent company, successor, contractor or assignee of PIT, participants, owners and lessees of the premises and facilities and equipment used in connection here within (all of whom are hereinafter referred to as the "Released Parties") that are involved with or may have any connection, presently or in the future, with my participation in PIT programs and activities. This Release and Waiver is meant to and shall apply to any and all claims, causes of actions, demands, or sums of money that I may have or be entitled to from any Released Parties as a consequence of any type of damage (whether personal or property), loss, death or injury I, or my heirs, representatives, or anyone claiming by or through me has or may in the future have as a consequence of my PIT programs and activities that in any way involve the Released Parties, and regardless of whether the claim, cause of action or demand is grounded in negligence, tort, contract or any other legal basis for the recovery other than intentional conduct specifically intended to injure me.

INITIALS _____



Performance Instruction & Training (PIT)
156 Byers Creek Road
Mooresville, NC 28117
T (704) 799-3869 / F (704) 799-3871
www.visitPIT.com

ASSUMPTION OF RISK and LIABILITY RELEASE (CONTINUED)

COVENANT NOT TO SUE

I agree never to institute any lawsuit or action at law or otherwise against any of the Released Parties, nor to initiate or assist in the prosecution of any claim or cause of action for damages or injury, that I, my heirs, assigns, representatives, successors or administrators may have either now or at anytime in the future by reason of any loss or injury (including death) to my person or property arising from the activities contemplated by or in the Agreement. In the event of a breach of the Agreement by me, my heirs, my estate or anyone acting on my behalf or through me, I agree and warrant that I will be liable to pay each of the Released Parties their actual attorneys fees, court costs, and other expenses caused by such breach.

INITIALS _____

CONDITION OF HEALTH

I hereby state and represent that I am in good physical and mental health and am able to withstand the physical and mental stresses inherent in the activities contemplated by the Agreement. I further state and affirm that I am unaware of any health related problem that may affect my ability to participate, if I so chose, in the activities contemplated by the Agreement. I further state and affirm that I am not presently taking drugs, prescriptions or otherwise, including controlled substances. I hereby state and affirm that I will not use alcohol, controlled substances, or other drug, prescriptive or otherwise, prior to or during the activities contemplated by the Agreement at any time.

INITIALS _____

TRAINING

I agree that I will not participate in PIT programs and activities unless I have no reservations about such activities and that if I feel, at any time, that I am not qualified or able to participate, regardless of the extent of my training or the application of that training, I will not do so. I affirm and agree that each and every time I participate in the events and activities contemplated by the Agreement, said participation is the sole and conclusive proof that my ability and training were adequate for the risks involved.

INITIALS _____

LEGAL AGE TO CONTRACT

I hereby state that I am of lawful age (18 years of age or older) and legally competent to execute the Agreement and further understand that the terms contained herein are contractual in nature, and not a mere recital and that I have executed the Agreement of my own free will.

INITIALS _____

CONTINUATION OF OBLIGATION

I hereby agree and acknowledge that all the terms and conditions of the Agreement shall continue in full force and effect now and in the future at all times during which I participate either directly or indirectly in PIT programs and activities or while associated with any of the Released Parties, and all the terms of the Agreement shall be binding upon my heirs, assigns, representatives, successors and administrators of my estate.

INITIALS _____

VALIDITY AND ENFORCEABILITY

This is a legally binding contract. If any provision, clause, or portion of the Agreement is illegal or unenforceable, I agree that such determination shall not affect the validity and enforceability of the remaining provisions hereof all of which shall remain in full and effect. I further agree that the proper venue and jurisdiction for enforcement of the Agreement shall be in the State of North Carolina.

INITIALS _____



Performance Instruction & Training (PIT)
156 Byers Creek Road
Mooresville, NC 28117
T (704) 799-3869 / F (704) 799-3871
www.visitPIT.com

ASSUMPTION OF RISK and LIABILITY RELEASE (CONTINUED)

ADMINISTRATION

I agree that during and after the term hereof, at the reasonable request of PIT and without further consideration, I will provide information and data and execute and deliver such other documents or take other actions as reasonably may be required to carry out in all respects the Agreement and provisions contemplated herein.

INITIALS _____

I have carefully read the Agreement in its entirety, without any time constraints being placed upon me and fully understand and agree to be bound by its contents. I am aware that by signing the Agreement I am giving up important legal rights and it is my intention to do so freely and without coercion or duress of any type.

Signature

_____/_____/_____
Date

Print Name

###



Performance Instruction & Training (PIT)
156 Byers Creek Road
Mooresville, NC 28117
T (704) 799-3869 / F (704) 799-3871
www.visitPIT.com

PARENTAL CONSENT FOR A MINOR

I / we know of, and acknowledge that my child/ward knows of, the risks involved in the participation of programs and activities and all its attendant activities, understand that serious injury, and even death, is possible in such participation and choose to accept any and all responsibility for his/her safety and welfare while participating in these activities.

With full under-standing of the risks involved, I / we release hereby expressly release, discharge, indemnify, hold harmless from and waive any and all claims (including but not limited to claims for property damage, personal injury, and death) whether foreseeable or not – arising from negligence carelessness, gross negligence, willful and wanton conduct, strict liability, or otherwise which I may presently or at anytime in the future possess against anyone associated with these activities including, but not limited to PIT, any employee, agent, representative, shareholder, officer, director, subsidiary, affiliate, parent company, successor, contractor or assignee of PIT, participants, owners and lessees of the premises and facilities and equipment used in connection here within (all of whom are hereinafter referred to as the “Released Parties”) that are involved with or may have any connection, presently or in the future, with my participation in PIT programs and activities.

I authorize emergency medical treatment for my child/ward should the need arise for such treatment while my child/ward is under the supervision of PIT. I/we further hereby authorize the use or disclosure of my child’s/ward’s individually identifiable health information should treatment for illness or injury become necessary.

I / we consent to the disclosure, by PIT upon its request, of all records relevant to his / her athletic eligibility including, but not limited to, his/her records relating to enrollment and attendance, academic standing, age, discipline, finances, residence and physical fitness. I / we grant the released parties the right to photograph and / or videotape my child/ward and further to use said child’s/ward’s name, face, likeness, voice and appearance in connection with exhibitions, publicity, advertising, promotional and commercial materials without reservation or limitation. The released parties, however, are under no obligation to exercise said rights herein.

I / we understand that the authorizations and rights granted herein are voluntary and that I / we may revoke any or all of them at any time by submitting said revocation in writing to my school. By doing so, however, I / we understand that my / our child / ward will no longer be eligible for participation in PIT activities.

Please complete the following with the appropriate response:

____ My / our child / ward is covered under our family health insurance plan.

Company: _____

Policy Number: _____

I / WE HAVE READ THIS CAREFULLY AND KNOW IT CONTAINS A RELEASE.

Signature of Parent / Guardian _____ / _____ / _____
Date

Print Name



Performance Instruction & Training (PIT)
156 Byers Creek Road
Mooresville, NC 28117
T (704) 799-3869 / F (704) 799-3871
www.visitPIT.com

IMAGE AND LIKENESS RELEASE AND WAIVER

For good and valuable consideration, the receipt of which is hereby acknowledged, I hereby consent to the photographing of myself and the recording of my voice and the use of these photographs and/or recordings singularly or in conjunction with other photographs and/or recordings for advertising, publicity, commercial or other business purposes. I understand that the term "photograph" as used herein encompasses both still photographs and motion picture footage.

I further consent to the reproduction and/or authorization by Pit Instruction and Training, LLC to reproduce and use said photographs and recordings of my voice, for use in all domestic and foreign markets.

Further, I understand that others, with or without the consent of by Pit Instruction and Training, LLC may use and/or reproduce such photographs and recordings.

I hereby release Pit Instruction and Training, LLC and any of its associated or affiliated companies, their directors, officers, agents, contractors and employees and customers, and appointed advertising agencies, their directors, officers, agents and contractors and employees from all claims of every kind on account of such use.

Signature

____/____/____
Date

Print Name

###



Performance Instruction & Training (PIT)
156 Byers Creek Road
Mooresville, NC 28117
T (704) 799-3869 / F (704) 799-3871
www.visitPIT.com

PERSONAL INSURANCE PROVISION

I understand and agree that Pit Instruction and Training, LLC does carry necessary and required liability and professional insurances. Pit Instruction and Training, LLC does not assume responsibility of or liability for any health or medical injury claims that may occur during the training or practice or use of any facilities owned or operated by Pit Instruction and Training, LLC during the course of class, travel, practice or competition.

I understand and agree that in case of a medical emergency or injury that may occur at Pit Instruction and Training, LLC, my personal insurance or that of my family is considered primary coverage.

I hereby state that:

_____ I and / or my family have existing health and / or medical insurance that is primary in coverage.

_____ I do NOT have health and / or medical insurance.

Signature

_____/_____/_____
Date

Print Name

###



Performance Instruction & Training (PIT)
 156 Byers Creek Road
 Mooresville, NC 28117
 T (704) 799-3869 / F (704) 799-3871
 www.visitPIT.com

FEE SCHEDULE and FACILITY AGREEMENT

AWS Certified Welder Testing Fees*

Persons enrolling in a Certified Welder testing session are required to submit a completed application along with a non-refundable Application Fee due at the time of application. In addition, a Testing Fee to cover all associated costs of the testing is due prior to the start date of the scheduled program. Fees do not include welding helmet, jacket, gloves or any other personal gear. Applicants must provide this gear to be permitted to test. Gear lists are available upon request. The fee to retest is \$300 for plate, \$400 for pipe, or half of the original test cost, whichever is greater. Retests must be scheduled and completed within six (6) months of the original test. Testing fees are inclusive of a \$50 AWS processing fee.

Practice Class**	_____	\$325.00 due one week prior to start date
Single Position, Plate Testing Fee	_____	\$450.00 due one week prior to start date
All Positions, Plate Testing Fee	_____	\$750.00 due one week prior to start date
Single Position, Pipe Testing Fee	_____	\$550.00 due one week prior to start date

**Testing fees listed are for standard tests – 10ga carbon steel sheet metal, 3/8” or 1” carbon steel plate and 2” or 6” schedule 40 or 80 carbon steel pipe. Contact PIT for pricing on specialty tests/materials before filling out this application.*

***Practice session is for experienced welders only. If it is determined by Pit Instruction & Training, LLC staff that an applicant does not have experience stated, they will not be permitted to take the course.*

Select Applicable Testing Positions & Material Size

Plate – Single Position: _____ 1G _____ 2G Plate – All Positions*: _____ 3G _____ 4G
 Pipe – Single Position: _____ 6G _____ 6GR
 10ga Sheet Metal, Carbon Steel: _____ 3/8” or 1” Plate*, Carbon Steel: _____
 2” Sch. 40 or 80 Pipe*, Carbon Steel: _____ 6” Sch. 40 or 80 Pipe*, Carbon Steel: _____

**Specify with or without backing when selecting material, and plate/pipe size.*

*** Selecting “3G” or “4G” automatically certifies for single positions listed above under AWS D1.1 Code. A 6G or 6GR pipe position also qualifies welder for 1G-4G plate under D1.1. There is a 1.5 hour time limit per position for most plate & pipe, and 2 hour per position for 1” plate. **You must select each individual position for AWS D1.3 code if you wish to test for multiple positions.***

Select Welding Process

GMAW-S (MIG via short-circuit transfer): _____ GMAW Spray Transfer: _____
 FCAW (Flux Cored MIG): _____ GTAW (TIG): _____ SMAW (Stick): _____

Fee Reimbursement

Due to the experiential nature of the class, required equipment, and content, Pit Instruction and Training, LLC requires payment of the Application Fee and Testing Fee in full one week prior to the scheduled start date of the test. Persons unable to participate in testing due to medical or personal issues have twelve months to re-enroll in the program at no additional cost. When a reimbursement of the Testing Fee is necessary, the appropriate fees are processed and reimbursed by company check to the person making the original payment. Refunds must be requested in writing at no later than one week prior to the test, after which point Testing Fee is non-refundable. Applicants who fail the test are not entitled to a reimbursement unless it is due to equipment failure, at which point said applicant will be permitted to re-test at no extra charge.

 Signature

_____/_____/_____
 Date

 Print Name



Performance Instruction & Training (PIT)
156 Byers Creek Road
Mooresville, NC 28117
T (704) 799-3869 / F (704) 799-3871
www.visitPIT.com

I understand and agree that through the completion, signing, and submission of this form that I promise to pay the amount shown and to keep my account in good standing. I also understand and agree that I give permission for Pit Instruction and Training, LLC to make payment toward my account balance as indicated. I understand and agree to abide by all the facility rules now in effect and those to be adopted while I use the facility. I agree and understand that any fees collected under the terms of this agreement do not give me any interest in the assets of Pit Instruction and Training, LLC but rather is a usage privilege subject to the limitations set forth by the management and rules of the facility.

Signature

____/____/____
Date

Print Name

###