



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

**PIT CREW U (PCU) APPLICATION**

**PERSONAL INFORMATION**

*The information provided in this form is for demographic information related to the participation in Pit Instruction and Training, LLC (PIT) programs. Completion of this form does not suggest or constitute application for or employment by PIT or any of its owners, agents, or affiliates.*

Today's Date \_\_\_\_ / \_\_\_\_ / \_\_\_\_ Desired PCU Class \_\_\_\_\_

PCU Class Start Date \_\_\_\_ / \_\_\_\_ / \_\_\_\_ PCU Class End Date \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Name \_\_\_\_\_  
Last First Middle Maiden

Address \_\_\_\_\_  
Number Street City State Zip

Date of Birth \_\_\_\_ / \_\_\_\_ / \_\_\_\_ Sex M F

Home Phone ( ) \_\_\_\_\_ Work Phone ( ) \_\_\_\_\_

Mobile Phone ( ) \_\_\_\_\_ Email \_\_\_\_\_

T-Shirt Size: S \_\_\_ M \_\_\_ L \_\_\_ XL \_\_\_ XXL \_\_\_ 3XL \_\_\_

Driver's License # \_\_\_\_\_ State \_\_\_\_\_ Expires \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Type \_\_\_ Operator \_\_\_ CDL \_\_\_ Chauffer

How did you learn about PIT? \_\_\_\_\_

**EMERGENCY CONTACTS**

Name \_\_\_\_\_ Name \_\_\_\_\_

Home \_\_\_\_\_ Home \_\_\_\_\_

Work \_\_\_\_\_ Work \_\_\_\_\_

Mobile \_\_\_\_\_ Mobile \_\_\_\_\_

**MEDIA INFORMATION**

Hometown / Birth town: City \_\_\_\_\_ State \_\_\_\_\_

Hometown Newspaper: Name \_\_\_\_\_



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City \_\_\_\_\_ State \_\_\_\_\_

### PERSONAL INFORMATION (CONTINUED)

#### EDUCATIONAL BACKGROUND

High School:  
(Most Recent)

Name \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_

Year of Graduation \_\_\_\_\_

College:  
(Most Recent)

Name \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_

Year of Graduation \_\_\_\_\_



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## **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** \_\_\_\_\_



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## **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** \_\_\_\_\_



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**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



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**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



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### 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



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### 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





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**FEE SCHEDULE and FACILITY AGREEMENT**

**Pit Crew U Fees**

Persons enrolling in the Pit Crew U program are required to submit a completed application along with a non-refundable Application Fee due at the time of application. In addition, a Program Fee to cover all associated costs of the program is due prior to the start date of the scheduled program. There is also an optional PCU Payment Plan\* that may be selected. The terms for the Payment Plan are listed on the following page.

PCU Program Fee \_\_\_\_\_ **\$2,550.00 due prior to start date.** A \$500 Deposit is required when you turn in your application in order to hold you place in the class)

PCU Payment Plan\* - see payment terms on the following page for details

**Please select one of the above items toward which payment included with this application is to be applied.**

**5 OFF 5 ON RACE TEAM PERFORMANCE Fees (After completion of Pit Crew U)**

Persons that successfully complete the Pit Crew U program may be invited to remain with Pit Instruction and Training, LLC and inclusion in the 5 OFF 5 ON Race Team Performance practice and placement services as well as to provide ongoing access to the training facility and amenities. The Facility Access Fee allows persons to remain on the active roster and participate in the 5 OFF 5 ON Race Team Performance program. The Facility Access Fee begins the first month following the completion of the program and remains in force and effect until written notification is provided thirty (30) days in advance of the desired cancellation date. The Facility Access Fee is due the no later than the first day of the month and is subject to change. Persons who have not paid by the due date will not be allowed access to the facility until payment has been made. Persons may enroll and pay the Facility Access Fee using one of two options:

Monthly Facility Access Fee \$100.00 x 12 = \$1,200.00 per year  
**OR**  
 Quarterly Facility Access Fee \$250.00 x 4 = \$1,000.00 per year

**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 Program Fee in full prior to the scheduled start date of the program unless the PCU Payment Plan has been selected. Persons unable to complete the program due to medical or personal issues have twelve months to re-enroll in the program at no additional cost. When a reimbursement of the Program Fee is necessary, the appropriate fees are processed and reimbursed by company check to the person making the original payment. Fee reimbursement applies only when the total Program Fee is paid in full, and *does not* apply to students selecting the PCU Payment Plan.

WRITTEN NOTICE RECEIVED

AMOUNT OF FEES ELIGIBLE FOR REIMBURSEMENT

Prior to the start of class 2	100% (minus cost of any equipment and gear issued and \$500 application fee)
After Class 2 and before Class 3	80%
After Class 3 before Class 5	70%
After Class 5 before Class 7	60%
After Class 7 before Class 9	50%
After Class 9	0%



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**PIT CREW U PAYMENT PLAN**

**Payment Terms**

When the PCU Payment Plan is selected, the total cost for Pit Crew U is \$2,725.00.

A \$1,500.00 dollar deposit (including the application fee) is required **on or before the first night of class.**

Payment on the \$1,500.00 is preferably made up front in full. However, it can also be made in monthly *minimum \$200.00* installments prior to the start of class, *but this must be arranged upon acceptance to the school and a minimum of \$500.00 deposit is still required with the Pit Crew U application.*

For example — the individual pays \$500.00 when their application is turned in. The individual still owes \$1,000.00 prior to the start of class. Individual pays \$500.00 down with their application on September 15<sup>th</sup>, and then pays a minimum \$200.00 per month in October, November and December – due the first day of each month before starting Pit Crew U in January. When class starts in January, individual has already paid us \$1,100.00, but still owes \$400.00 dollars to **start** the class — and this **MUST** be paid before class starts.

**Once Pit Crew U begins, payments are to be made as follows:**

Seven (7) payments of \$175.00 per week are due every Monday before the start of class. **No pay, no class — no exceptions.** If more than two (2) payments (and thus, classes as well) are missed, the student will be dropped from the class and must start over. *No refunds – no exceptions.*

By selecting the Pit Crew U Payment Plan, I am agreeing to the payment terms.

\_\_\_\_\_  
Signature

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name



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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