

## BEAVERTON STRENGTH AND CONDITIONING WAIVER

**Full Name**

**Email Address**

**Gender**

**Street Address**

**City**

**Province/Region**

**Zipcode**

**Country**

**Date of Birth**

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### BEAVERTON STRENGTH & CONDITIONING

#### Waiver of Liability and

#### Informed Consent Release

I wish to participate in the exercise and training program offered by Beaverton Crossfit, Inc operating as Beaverton Strength and Conditioning. (Hereinafter referred to as "BEAVERTON STRENGTH AND CONDITIONING"). I hereby certify that I have answered all health and medical questions honestly and completely and have no health issues that affect my ability to safely participate in fitness activities. I further acknowledge that I will consult with my physician if I have any concerns about my safe participation in classes offered by BEAVERTON STRENGTH & CONDITIONING.

I understand that I am not obligated to perform or participate in any activity that I do not wish to do, and that it is my right to refuse participation at anytime during my training sessions for any reason. I will request instructions before attempting any exercise. I will not perform any activity for which I am not prepared to complete in a safe manner. I understand that any exercise program is dangerous and could result in serious injury, including death.

THE PARTICIPANT OF THE SPORT AND/OR THEIR PARENT OR GUARDIAN ASSUME ALL RISK OF INJURY OR DEATH AS A RESULT OF THEIR PARTICIPATION IN THE SPORT OR ACTIVITY.

I understand the results of my fitness program cannot be guaranteed and my progress depends on my effort and cooperation in and outside of the sessions.

I understand that if I arrive late, there is no guarantee that I will receive the full session time with my instructor, and that if I miss a class without 24 hour notice, there is no promise of a refund.

I understand that BEAVERTON STRENGTH & CONDITIONING bills clients on a pre-pay basis, and that once I have decided on the type of training plan to participate in, payment is due before sessions begin. I understand that during a session Touch Training may be used to correct alignment and/or to focus my attention on a particular muscle area, and that if I am uncomfortable in any way with instructors touching me that I will notify them to discontinue this training element immediately.

I hereby authorize BEAVERTON STRENGTH & CONDITIONING to act on my behalf in the event that I am a victim of an accident, sudden illness, or injury that occurs during my training session. Actions on my behalf shall include but not be limited to calling for emergency care, administering CPR, or seeking any help and advice BEAVERTON STRENGTH & CONDITIONING deems appropriate for medical care.

I agree that Beaverton Crossfit, Inc., Beaverton Strength and Conditioning, Burn & Build and all officers, directors, employees, contractors and agents of any of the listed business entities will not be liable or responsible for any injuries resulting from participation in the exercise programs. I expressly release and discharge BEAVERTON STRENGTH & CONDITIONING from all claims, actions, judgments, and the like that I or my heirs, executors, administrators, or assigns may have or claim to have as a result of any injury or other damage which may occur in connection with my participation in the fitness program prescribed by BEAVERTON STRENGTH & CONDITIONING. This AGREEMENT encompasses any claim for negligence against BEAVERTON STRENGTH & CONDITIONING and all employees, officers, agents, shareholders and insurers of BEAVERTON STRENGTH & CONDITIONING.

I agree to allow BEAVERTON STRENGTH & CONDITIONING to take photos of my training for marketing and website use and to post on internet based services such as Facebook, Twitter, etc. I will express my disapproval prior to training or class times.

I have thoroughly read this Waiver of Liability and Informed Consent Release and understand all of its terms. I sign this agreement voluntarily and with full knowledge of its significance.

**Initial here:**

#### COVID-19

#### RELEASE AND WAIVER

You acknowledge that entering the premises of Beaverton Strength & Conditioning, Inc. could expose you to Covid-19/Coronavirus or other communicable diseases. You have assessed the cleaning, sanitizing, and physical distancing practices of Beaverton Strength & Conditioning, Inc. and determined them to provide you with adequate safety to participate in exercise activities upon the premises. You have asked questions as you see fit to ensure your own well-being while on the premises. You will follow all posted instructions and verbal instructions provided to you regarding cleaning, sanitizing and physical distancing. You have been encouraged to discuss participation at Beaverton Strength & Conditioning, Inc

with any medical personnel you deem appropriate to satisfy yourself that the risk of contracting any communicable disease, including Covid-19, while upon the premises is at an acceptable level to you. You acknowledge that Beaverton Strength & Conditioning is not responsible to you or your family in any way should you contract any communicable disease at any time while a member of Beaverton Strength & Conditioning, Inc. If you are ill, or suspect you may be ill, or otherwise suspect you may be suffering in any way from Covid-19/CoronaVirus, you will not enter the premises. You will alert employees of Beaverton Strength & Conditioning, Inc. if you believe you were upon the premises while ill.

If you are sick, do not arrive for gym class.

Initial here:

## RHABDOMYOLYSIS ("RHABDO")

### RELEASE AND WAIVER

I in consideration for continued access to the training facility identified herein as Beaverton Crossfit, Inc., Beaverton Strength and Conditioning, do hereby acknowledge the significant risks associated with the physical training and programming at this facility. I acknowledge and attest to having fully and carefully read and reviewed this "RELEASE AND WAIVER" including all sub-paragraphs prior to engaging in any physical activity at this facility.

Rhabdomyolysis (hereinafter referred to as "Rhabdo") can occur when an individual's physical activity is so intense that muscular cells begin to breakdown and the contents and/or remaining materials enter the bloodstream. Rhabdo may be caused by many other systemic or environmental causes. However, Exertional Rhabdo can occur in athletes of **all** levels of fitness, resulting in muscle cell destruction. The skeletal muscle breakdown impairs kidney function as those organs are unable to handle increased enzymes that are released into the bloodstream. This induces severe physiological changes in the body.

Initial here:

The symptoms of Rhabdo include muscle pain, stiffness and extreme weakness, darkening of the urine (similar to the color of tea or cola), decreased urine output, altered mental status, swelling of the body part involved, either with or without pain.

Initial here:

I understand and have been advised that generally the pain that is referred to as a Rhabdo symptom is pain out of proportion to the amount of soreness that one would generally expect, often producing pain much quicker than one would expect after a workout.

Initial here:

I understand that any concerns on my part that I am experiencing any of the symptoms of Rhabdo require immediate presentation to a hospital for emergency treatment. I acknowledge that no third party, either from the facility or otherwise, will be capable of monitoring my urine output or color, and it is my responsibility to be continually cognizant of this symptom and all other symptoms and to monitor them in my own body at all times. I agree that I will remove myself from participation and seek medical treatment of my own accord should I have any concerns regarding possible symptoms of Rhabdo.

Initial here:

I acknowledge and understand that all individuals engaged in demanding workouts are potentially exposing themselves to Rhabdo or other injuries/negative physical results. However, I understand that statistically individuals most likely to experience Rhabdo are those who are in good shape by general standards or who were previously in good physical shape. This includes individuals who were prior athletes and/or prior military personnel, law enforcement or firefighters. I acknowledge that often the more mentally tough a potential athlete is and the more athletic they were in the past or currently are, the greater the risk of exposure to Rhabdo.

Initial here:

I acknowledge and fully understand that statistically the chances of me developing Rhabdo are extremely slight, but I likewise appreciate the necessity that I be aware of the symptoms of this condition. I agree to monitor myself in a manner that is proportionate to the potential injury that can be occasioned by this condition. I acknowledge and understand that I am the only individual capable of determining if I am experiencing Rhabdo symptoms. I hereby agree and do willingly assume responsibility for any risks that I expose myself to and accept full responsibility for any injury or death that may result from participating in this significantly

demanding physical activity.

Initial here:

With the opportunity to fully inform myself about Rhabdo and the risks thereof, I knowingly and freely assume and accept all such risks both known and unknown. I assume full responsibility and all risks from my participation in any physical activity at the facility. I for myself and on behalf of my heirs, assigns, personal representatives and/or next of kin, forever WAIVE, RELEASE, DISCHARGE and COVENANT NOT TO SUE Beaverton Crossfit, Inc., Beaverton Strength and Conditioning, Old Skool Barbell Club and/or their officers, directors, representatives, partners, officials, principals, agents or employees, subsidiaries, or assigns, as well as their independent contractors.

Initial here:

*There is a wealth of medical and popular information regarding the condition known as Rhabdomyolysis available on the internet. It is strongly recommended that you review and evaluate information from all sources available to you, including your physician, prior to executing this Release or participating in strenuous physical activity.*

☐ I agree to these terms.

**Do you have any health concerns we should be aware of? \***

☐ Yes ☐ No

**if yes what are they?**

**Do you have any movement restrictions/limitations from previous injuries, surgeries, etc.. \***

☐ Yes ☐ No

**If yes what are they?**

**Are you on any medications or supplements we should be aware of? \***

☐ Yes ☐ No

**If yes what are they?**

**What do you currently do for fitness? \***

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**How did you hear about us? \***

No answers to show...

**What prompted you to start a new fitness program? \***

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**Sign your name below:**

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Please read the [Electronic Records and Signature Disclosure](#)  
☐ I agree to use electronic records and signatures