

# KIDS CROSSFIT WAIVER

**Full Name**

**Email Address**

**Gender**

**Street Address**

**City**

**Province/Region**

**Zipcode**

**Country**

**Date of Birth**

CrossFit Coordinate Membership Terms

## 1. Terms and Conditions

By signing this agreement, I (the "client" and "undersigned") understand that I will be entering into a legally enforceable agreement with CrossFit Coordinate (all associated CrossFit Coordinate Facilities) (CrossFit Coordinate or "you") as follows: Please enroll my child(ren) in the program I have selected and, subject to CrossFit Coordinate's Guarantee; I agree to pay your fees as indicated. I understand that the terms and conditions of this Agreement will govern all aspects of my and my child's in each Class I take and the fee arrangements I elect to make. I also agree to comply and work with my child to ensure they comply with the policies and procedures that you and your instructors may from time-to-time communicate to me.

## 2. CrossFit Coordinate's Guarantee

CrossFit Coordinate understands that its Services often need to be experienced to be fully appreciated. CrossFit Coordinate also understands that the Program will not be right for everyone. Accordingly, CrossFit Coordinate provides the following Limited Guarantee of Satisfaction: If I decide, for any reason, that I do not wish to continue the Program, I understand that, provided I give you prompt written Notice within 3 business days following the first Class I attend of my decision, I will receive a full, unconditional, refund. I agree to provide this written notice in accordance with the "ENROLLMENT CHANGES OR CANCELLATION" section of this Agreement. I acknowledge that my right to terminate this Agreement and receive a refund will be deemed waived if I attend a second Class, that it can only be invoked for the first Class I enroll in, and that it cannot thereafter be exercised for any future Class in which I may enroll.

\*all memberships at CrossFit Coordinate must be canceled in writing 30 days prior to membership billing date.

## 3. Payment Options and Automatic Renewal

I agree that my payments will be made by credit card or bank draft authorizations, unless otherwise negotiated in writing with management. I further agree that, unless I have provide you with prior written Notice as stipulated in the Enrollment Changes or Cancellation Section of this Agreement, my enrollment options will be automatically renewed. In the absence of my providing you with a cancellation Notice, I agree to pay the applicable fee and authorize you to debit my credit or debit card or checking account, on accordance with my prior authorization. I understand that with fourteen days prior written Notice to me, you may increase your fee schedule effective as of the next Calendar Month or Term for which I become enrolled. The obligation to pay dues is dependent on the availability of CrossFit Coordinate. Special engagements, repairs and maintenance of some facilities may make it necessary for CrossFit Coordinate to restrict use of, or close its facilities. Fees will not be reduced or suspended during the time when one or more of the facilities are not available. Monthly renewing clients may cancel memberships by notifying CrossFit Coordinate in person 30 days prior to the day of the payment date to be cancelled. There are no refunds for membership fees and the CrossFit Coordinate will not prorate a cancelled membership.

## 4. Enrollment Changes or Cancellation - Three-Day Right of Recession

New members have 3 days, exclusive of holidays and weekends, after signing this agreement to cancel their membership without penalty upon the mailing or delivery of written notice to CrossFit Coordinate. If the Agreement is cancelled within 3 days, CrossFit Coordinate will refund upon such notice all moneys paid under the contract, except that CrossFit Coordinate may retain an amount computed by dividing the number of occasions CrossFit Coordinate services are to be rendered into the total contract price and multiplying the result by the number of complete days that have passed since the making of the contract or, if appropriate, by the number of occasions that CrossFit Coordinate services have been rendered. A refund shall be issued within 30 days after receipt of the notice of cancellation made within the 3-day provision

## 5. Late payment of Fees

A late payment fee of \$35 will be charged on any payment past due. Membership fees must be paid effective the 1st day of the month when due. Membership may be cancelled, at the discretion of CrossFit Coordinate if fees are not timely paid.

## 6. Acknowledgement of Risks

I understand that your Programs involve regimes of highly strenuous athletic and physical fitness activities and recognize that participation in such strenuous activities inherently involve health and injury risks, which can be very serious, to include death. I, on behalf of my child(ren), understand and knowingly accept these risks. I represent that my child(ren) have no physical or health issues that might inhibit my participation in your Classes or might increase my risks. I further represent that my child(ren) have recently received medical clearance and approval from a physician to participate in highly strenuous exercise activities. I understand that it is my responsibility to regulate the scope and intensity of my child(ren) participation in each class session so that they am not overtaxed and I promise that I will do so. I further acknowledge that, by electing to continue my child(ren) participation in a class, my assumption of risk will be ongoing and absolute.

## 7. Service Limitations

I understand that you have the right to suspend and/or terminate this Agreement and/or my participation in any Program for any cause or reason, to include my non-payment of fees, or for any behavior deemed by CrossFit Coordinate's management to be harmful or inappropriate to the enjoyment, and/or participation of any other client or CrossFit Coordinate's instructor/trainer. Except as provided below, termination may be without any refund of any fees I may have paid.

8. Damages

Clients shall pay for any damages to the CrossFit Coordinate's property which results from the willful or negligent conduct of client, Client's guest or dependent children.

9. Lost Articles

CrossFit Coordinate assumes no responsibility for lost or stolen articles. Lost and found articles not claimed will be donated to charity.

10. Change of Rules and/or Regulations

CrossFit Coordinate reserves the right to add to, change or remove rules, conditions of membership, opening and closing hours and the services and facilities offered by CrossFit Coordinate from time to time.

11. Governing Law

The laws of North Carolina shall govern this Agreement. If any portion of this Agreement is held invalid or unenforceable, the remaining portions of this Agreement, if applicable, shall remain in full force and effect. This Agreement constitutes the entire Agreement between the parties; there are no collateral agreements, representations or guarantees, oral or otherwise, unless specifically written and attached hereto.

12. Acknowledgement

I have read this Agreement, fully understand its terms and provisions, and agree to be bound by its provisions. By signing, I understand that I am entering into a legally enforceable agreement.

13. Penalties/Cancelation

Month to Month memberships maybe be canceled without penalty prior to next billing date.

**Initial here:**

I agree to these terms.

**Sign your name below:**

Please read the [Electronic Records and Signature Disclosure](#)

I agree to use electronic records and signatures