

LAKELAND HEALTH + FITNESS CLIENT WAIVER

Full Name

Email Address

Gender

Street Address

City

Province/Region

Zipcode

Country

Date of Birth

Lakeland Health + Fitness Liability Waiver

LAKELAND HEALTH + FITNESS MEMBERSHIP CONDITIONS

MEMBERSHIP

The classification of members, the amount of dues payable by the members, the amount of admission, the suspension and expulsion of members, and all other matters affecting or relating to the membership shall be under the complete control of Go Fitness DBA Lakeland Health + Fitness and agents, officers, principals, employees and volunteers of either organization (herein after LHF). The dues applicable to any type of membership and other charges imposed by CrossFit Mechanix may be amended by CrossFit Mechanix at any time without notice. LHF reserves the right to charge members different monthly rates.

DUES

The monthly dues shall be the amount indicated on membership contract agreement document, never to increase beyond the agreed amount. All fees are non-refundable.

DELINQUENT ACCOUNTS

In the event that I default on my obligation, LHF has the right to collect all monies due in an accelerated manner plus any fees charged by a collection agency, and/or any attorney fees, including court costs.

LATE OR RETURNED ITEM CHARGES

A \$30.00 fee for a returned check, auto draft or credit card draft as a result of insufficient funds, closed account, or similar circumstance.

PARTICIPATION

I understand the amount and extent to which I participate in exercise, training, and other activities within the premises is my responsibility. My failure to use the facilities does not constitute grounds for a refund or cancellation of membership.

DAMAGES TO THE FACILITIES

I agree to pay for any damage I may cause to the facility or equipment through my careless or negligent use or misuse.

HOURS OF OPERATION

Operation schedules may vary and are subject to change. The facility may be closed some Saturdays, Sundays, and for a period covering some holidays. This information will be posted in advance of taking effect.

UNAVAILABILITY OF FACILITY OR SERVICES

I agree to accept the fact that the facility or a particular service in the premises may be unavailable at any particular time due to mechanical breakdown, fire, act of God, condemnation, loss of leases, catastrophe or any other reason. Further, I agree not to hold LHF responsible or liable for such occurrences.

USE OF PICTURE(S)/VIDEOS/LIKENESS

I further agree to allow LHF to use pictures, film, digital media, and/or likeness of me for advertising purposes. In the event I chose not to allow the use of the same for said purpose(s), I agree I must inform LHF of this in writing.

BUYER'S RIGHT TO CANCEL

I understand that if I want to cancel my purchase I must cancel by delivering or mailing written notice 30 days prior to canceling membership. The notice must state that I do not wish to continue with LHF. The notice must be delivered to LHF via electronic form provided by LHF.

RELEASE

In full consideration of the above mentioned risks and hazards and in full consideration of the fact that I am willingly and voluntarily participating in that activities made available by LHF, and with my full understanding of all of the above, I voluntarily waive, release, discharge, and hold harmless John Frizzell, Emily Frizzell, Go Fitness LLC DBA LHF, and agents, officers, principals, employees and volunteers of either organization (herein after LHF), of any and all liability, claims, demands, actions or rights of action, or damages of any kind related to arising from, or in any way connected with, my participation in LHF fitness programs/classes, including those allegedly attributed to the negligent acts or omissions of the above mentioned parties. In signing this document, I fully recognize and understand that if I (or any minor on whose behalf I am signing this release, whether named or unnamed) am injured, die, or my property is damaged, I am giving up my right to make a claim or file a lawsuit against LHF, even if they negligently or in any other act or omission cause the injury or damage. This agreement shall be binding upon me, my successors, representatives, heirs, executors, assigns, or transferees. If any portion of this agreement is held invalid, I agree that the remainder of the agreement shall remain in full legal force and effect.

ACKNOWLEDGEMENT AND ACCEPTANCE OF RISK

I acknowledge that I have chosen to participate in one or more physical fitness programs/classes provided by John Frizzell, Emily Frizzell, Go Fitness LLC DBA LHF, and agents, officers, principals, employees and volunteers of either organization (herein after LHF), which may include, but not necessarily be limited to

strength & conditioning training, gymnastic movement training, Olympic weightlifting or power lifting training, and/or individual training or coaching of any kind. CrossFit Mechanix has made me fully aware that the fitness program/classes which CrossFit Mechanix offers and in which I desire to participate are of nature and kind that are extremely strenuous and can/may push me to the limits of my physical abilities. I, the undersigned, recognize and understand that the programs/classes are not without varying degrees of risk which may include, but are not limited to the following: Injury to the musculoskeletal and/or cardio respiratory systems which can result in serious injury or death due to the improper use or failure of equipment, or injury or death due to a medical condition, whether known or unknown by me. I am aware that any of the above mentioned risks may result in serious injury or death to myself and/or my partner(s). I willingly assume full responsibility for any and all risks that I am exposing myself to as a result of my participation in LHF program(s)/classes and accept full responsibility for any injury or death that may result from participation in any activity, class, or physical fitness program. I hereby certify that I know of no medical problems that would increase my risk of illness and injury as a result of participation in a fitness program designed by LHF. I am informed that there exists the possibility of adverse physical changes during an exercise program, and I fully understand the same. LHF informed me that these changes could include, but are not limited to, abnormal blood pressure, fainting, disorder of heart rhythm, stroke, and in very rare instances, heart attack or even death, and I fully understand the same. With my full understanding of the above information, I agree to assume any and all risk associated with my participation in LHF programs/classes.

INDEMNIFICATION

I recognize that there is a risk involved in the types of activities offered by LHF. Therefore, I accept financial responsibility for any injury that I or the participant (if signing on behalf of a minor) may cause either to him/herself or to any other participant due to his/her negligence. Should the above mentioned parties, or anyone acting on their behalf, be required to incur attorney's fees and defense costs to enforce this agreement, I agree to reimburse them for such fees and costs. I further agree to indemnify, defend and hold harmless John Frizzell, Emily Frizzell, Go Fitness LLC DBA LHF and agents, officers, principals, employees and volunteers of either organization (herein after LHF), from liability for the injury or death of any person(s) and damage to property that may result from negligent or intentional act or omission while participation in activities offered by LHF

LEGALLY BINDING AGREEMENT

I understand that this enrollment is legally binding in its terms and conditions, whether my use of the facility and its services is determined and paid for on a monthly, yearly, or individual visit basis. This agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and may be changed or added to only by a written amendment signed by both parties. I have read and understand this document in its entirety, I fully understand the foregoing assumptions of risk and release of liability and I understand that by signing it I have released any and all claims against LHF. I understand that this agreement obligates me to indemnify the parties named for any liability for injury or death of any person and damage to property caused by my negligent or intentional act or omission. I understand that by voluntarily signing this form I am waiving valuable legal rights.

☐ 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