

GENERAL WAIVER AND RELEASE OF LIABILITY

Full Name

Email Address

Gender

Street Address

City

Province/Region

Zipcode

Country

Date of Birth

General Waiver

Warhouse Strength & Conditioning, Robert Guzman, dba Warhouse Strength & Conditioning

Consultation Clients:

We know your time is valuable, and ours is too. In order to book your consultation, a refundable consultation deposit of 50\$ will be charged. This needs to be done prior to booking and money can be sent through Apple Pay, Zelle, Venmo, or a credit card over the phone. Out of respect for our staff and our other clients, we ask that you give us at least 24hrs notice from the time of your consultation if you need to cancel an appointment.

- With 24hrs notice your deposit is 100% refundable
- With 24hrs notice, you're allowed 1 reschedule per consultation deposit.
- Any arrival time after the scheduled consultation will be deducted from the appointed time.
- No Shows will be an automatic loss of deposit.
- In the event of a true, unavoidable emergency, all or part of your cancellation fee may be applied to future services.

Initial here:

PLEASE NOTE: This waiver of Liability, Release, Acknowledgement of Risk, and Indemnification Agreement ("Waiver Agreement") is intended to be, and is, legally binding.

If any aspect of this Waiver Agreement requires clarification, have a Warhouse Strength & Conditioning employee fully explain it before signing. By signing the Warhouse Strength & Conditioning "General Waiver" you are agreeing to all terms set forth in this Waiver Agreement. You and/or the person on whose behalf you are signing, are waiving the right to bring any type of action, whether in court or otherwise, to recover compensation or obtain any other remedy for any personal injuries, damages to property, any accident or incident of any type, or death, arising out of or related to your use of Warhouse Strength & Conditioning its facilities, grounds, climbing walls, exercise areas, classes, equipment, whether the use is supervised or unsupervised. While Warhouse Strength & Conditioning offers these activities in a controlled environment, there is still an assumed risk of injury to persons using Warhouse Strength & Conditioning facility. In agreeing to this Waiver Agreement, I hereby acknowledge, understand, and agree on my behalf, and upon behalf of the person for whom I am signing, that the use of Warhouse Strength & Conditioning, its facilities, equipment, climbing walls, classes and/or participating in activities sponsored by Warhouse Strength & Conditioning have **inherent risks**. These risks include, but are not limited to, any injury or damage resulting from:

Negligence of employees, volunteer assistants, independent contractors of Warhouse Strength & Conditioning, or Robert Guzman Warhouse Strength & Conditioning. Negligent misuse of the facility, climbing walls, or equipment of Warhouse Strength & Conditioning; falling off or impacting against the climbing walls, impact surface, floors, or anything else; rope abrasion, entanglement or other activities occurring on the premises; cuts or abrasions resulting from any cause whatsoever; failure of the climbing walls or equipment, whether inside or outside; personal health problems, whether mental or physical; negligence of other climbers, visitors, or observers or persons who may be present in or around the climbing area or facility; and/or negligence or lack of adequate training of any person(s) who seek to assist with medical or other help either before or after any injury or damage may occur.

Initial here:

WARHOUSE STRENGTH & CONDITIONING AGREEMENT AND RELEASE OF LIABILITY

1. In consideration of being allowed to participate in the activities and programs of Warhouse Strength & Conditioning, Warhouse Strength & Conditioning and to use its facilities, equipment and machinery in addition to the payment of any fee or charge, I, for myself, my heirs and assigns, hereby waive, release, and forever discharge Warhouse Strength & Conditioning, Robert Guzman, and his officers, agents, employees, representatives, executors and all others from any and all, responsibilities or liability from injuries or damages resulting from my participation in any activities or my use of equipment, classes, climbing walls or machinery in the above mentioned activities. I do hereby release all of those mentioned and any others acting upon their behalf from any responsibility or liability for any injury or damage to myself, including those caused by the negligent act or omission of any of those mentioned or others acting on their behalf or in any way arising out of or connected with my participation in any activities of Warhouse Strength & Conditioning or the use of any equipment at Warhouse Strength & Conditioning.

Initial here:

1. I understand and am aware that, fitness, and climbing including the use of the equipment, are all potentially hazardous activities. I also understand that fitness activities involve a risk of injury or even death, and that I am voluntarily participating in these activities and using equipment and machinery with knowledge of the dangers involved. I hereby to expressly assume and accept any and all risks of injury or death.

Initial here:

1. I do hereby declare myself to be physically sound and suffering from no condition, impairment, disease, infirmity, or other illness that would prevent my participation or use of equipment, climbing wall or machinery except as here in stated. I acknowledge that I have had a physical examination and been given my physician's permission to participate, or that I have decided to participate, in the activity of, fitness, and climbing and use of the equipment without the approval of my physician and do hereby assume all responsibility for my participation and activities, and utilization of equipment in my activities.

Initial here:

☐ I agree to these terms.

Do you have any pre existing conditions or injuries we must be aware of?

☐ Yes ☐ No

If yes, please list.

How did you hear about us?

Sign your name below:

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

☐ I agree to use electronic records and signatures