

## CROSSFIT ALABASTER WAIVER AND FINANCIAL AGREEMENT

**Full Name**

**Email Address**

**Gender**

**Street Address**

**City**

**Province/Region**

**Zipcode**

**Country**

**Date of Birth**

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### Waiver and Release

Express assumption of risk:

I am aware that there are significant risks involved in all aspects of physical training and nutrition coaching/advice. These risks include but are not limited to: falls which can result in serious injury or death, injury or death due to improper use or failure of equipment. Nutritional advice is just that, advice, not an actual prescription or mandated requirements. I am aware that any of these above mentioned risks may result in serious injury or death or illness to myself and/or my partner(s). I willingly assume full responsibility for the risks that I am exposing myself to and accept full responsibility for any injury or death or illness that may result from participation in any physical activity or class while at CrossFit Alabaster or any nutrition coaching done virtually or on premises.

**I, the undersigned acknowledge that I have no physical impairments or illnesses that will endanger myself or others.**

**Initial here:**

Release:

In consideration of the above mentioned risks and hazards and in consideration of the fact that I am willingly and voluntarily participating in the services available at CrossFit Alabaster, I hereby release CrossFit Alabaster, their principals, agents, employees, and volunteers from any and all liability, claims, demands, actions or rights of action, which are related to, arise out of, or are in any way connected with my participation in these services, including those allegedly attributed to the negligent acts or omissions of the above mentioned parties.

This agreement shall be binding upon me, my successors, representatives, heirs, executors, assigns, or transferees. If any portion of this agreement is held invalid, the remainder of the agreement shall remain in full force and effect. If I am signing on behalf of a minor child, I also give full permission for any person connected to CrossFit Alabaster to administer first aid deemed necessary, and in case of serious illness or injury, I give permission to call for medical and or surgical care for the child and to transport the child to a medical facility deemed necessary for the well being of the child.

**Initial here:**

Images:

I authorize CrossFit Alabaster to take pictures and videos of me, share any I have posted and tagged them on and use them on their websites and other promotional and educational materials.

**Initial here:**

Indemnification:

I recognize that there is risk involved in the types of services offered by CrossFit Alabaster. I therefore accept financial responsibility for any injury that I may cause either to myself or to others. Should the above mentioned parties, or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I will reimburse them for such fees and costs. I agree to indemnify and hold harmless CrossFit Alabaster, their principals, agents, employees, and volunteers from liability for the injury or death of any person(s) and damage to property that may result from my negligent or intentional act or omission while participating in activities offered by CrossFit Alabaster.

**Initial here:**

Acceptance:

I understand that personal training sessions cannot be booked less than 24 hours in advance. They must be booked 24 hours or more out from the desired session time.

**Initial here:**

I understand that If I wish to cancel a personal training session, I must do so 30 minutes or more prior to that reserved session time.

Initial here:

I understand that "No Showing" a personal training session without prior cancellation of the session or communication with the coach to inform them that you will not be there, will result in that session being used still.

Initial here:

I understand that sessions within the Weekly and Monthly packages for personal training must be used within the designated time frame. I understand that unused weekly and monthly personal training sessions do not carry over to the next week/month.

Initial here:

I have read and understood the foregoing and I understand that by signing it obligates me to indemnify the parties named for any liability for injury or death of any person and damage to property caused by me. I understand that by signing this form I am waiving valuable legal rights.

Initial here:

I understand that all CrossFit group class memberships require a 30 day notice to cancel.

Initial here:

#### Authorization Agreement for Direct Payment

I hereby authorize GoMerchant (ebankcard) on behalf of Fortis, LLC D/B/A CrossFit Alabaster, hereinafter called CFA to initiate debit entries to my Checking Account indicated at the depository financial institution named below, hereinafter called DEPOSITORY, and to debit the same to such account. I acknowledge that the origination of Automated Clearing House (ACH) transactions to my account must comply with the provisions of US Laws.

In the event that the draft is rejected and returned to CFA by my bank for any reason (insufficient funds, account closed, ect.), I accept the responsibility to remit payment to CFA in a timely manner upon notification and include an additional \$30 returned payment fee. If payment is not corrected within 30 days, I authorize CFA to charge the Credit Card on file.

**I, the undersigned acknowledge that I agree to ACH bank draft for membership dues.**

Initial here:

☐ I agree to these terms.

**If yes, did they inform you of anything that might hamper your ability to participate in Crossfit Alabaster workouts. \***

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**Have you ever spoken to your doctor about CrossFit or any other exercise plan? \***

☐ Yes ☐ No

**Explain any of the above conditions/limitations \***

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**Existing physical conditions/limitations:** \*

No answers to show...

**Depository Name**

**Name on Depository Account**

**Type of Membership** \*

No answers to show...

**Sign your name below:**

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