

NORCAL CROSSFIT CABO WAIVER

Full Name

Email Address

Gender

Street Address

City

Province/Region

Zipcode

Country

Date of Birth

NorCal Crossfit Cabo Waiver

EXPRESS ASSUMPTION OF RISK AND RELEASE OF LIABILITY AND, INDEMNITY AGREEMENT

In consideration of being allowed to participate I/Releasor, the Member, on my own behalf, including my /their minor children and, my/their personal representatives, assigns, successors, heirs, and next of kin (hereinafter collectively referred to as "the Releasors") acknowledge and agree that the use of the facilities, services, equipment, or premises of NorCal Crossfit Cabo and any other facility or location which this Agreement entitles any Releasor to use, (collectively "Norcal Crossfit") by the Releasors involves risk of injury to persons and property. I 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, injury or death due to negligence on the part of myself, my training partner, or other people around me, injury or death due to 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 these above mentioned risks may result in serious injury or death to myself and or my partner(s)

The Releasor represents that Releasor is physically sound and have medical approval to participate in Crossfit and physical fitness programs/classes ("Activities") offered by NorCal Crossfit. Releasor recently sought and received a medical examination that determined that it is safe for Releasor to participate in the extreme physical exertion involved in the Activities. Releasor will obtain such a medical examination each year before participating in the Activities (or after showing any symptoms that might call in to question the adequacy of Releasor's health to participate in the Activities). If Releasor violates the requirement of NorCal Crossfit that Releasor have such medical examinations prior to Releasor's participation in the Activities each year, Releasor shall assume the risk of Releasor's medical condition not being adequate to participate in the Activities. Releasor shall promptly notify NorCal Crossfit in writing of any changes in Releasor's health that might call into question the appropriateness of Releasor continuing to participate in the Activities

The Releasors assume full responsibility for such risks for myself/themselves. The Releasors agree and acknowledge that I/they have entered into the Agreement for use of NorCal Crossfit's facilities, services, equipment, or premises primarily participation in one or more physical fitness program(s)/class(es). Norcal Crossfit has made me fully aware that the fitness programs/classes in which I desire to participate are of a nature and kind that are extremely strenuous and can/may push me to the limits of my physical abilities. In consideration of being permitted to enter and use the Norcal Crossfit's facilities for any purpose, including, but not limited to, observation, services, physical fitness programs, equipment, training, or participation in any way, the Releasors agree to the following: the Releasors do hereby release and hold harmless NorCal Crossfit and its directors, officers, shareholders, members, manager, parents, subsidiaries, employees, independent contractors, insurers, and agents from all liability to the Releasors, for any loss, injury or damage. The Releasors waive, any claim or demands therefore based on, or on account of, any physical, permanent or mental injury or death to any of the Releasors and property damages, including theft, sustained by any Releasors, whether caused by the active or passive negligence of the Norcal Crossfit or its directors, officers, shareholders, members, manager, parents, subsidiaries, employees, independent contractors, insurers, and agents or otherwise. This release of liability includes, but is not limited to claims based on the following: NorCal Crossfit's improper maintenance of its equipment (mechanical or otherwise), grounds or facilities; NorCal Crossfit's negligent instruction or supervision, including personal training, CrossFit® or inadequate security or staffing while any of the Releasors is in, upon, or about Norcal Crossfit's premises; the Releasors' use of the Norcal Crossfit's facilities, services, or equipment; and/or slipping or tripping anywhere in or about Norcal Crossfit's premises. Such facilities may include, but are not limited to: exercise equipment, locker rooms, sidewalks, parking lots, stairs, spa, sauna, steam room, tennis/racquet courts, or lobby area. Such risk of injury includes, but is not limited to injuries arising from the participation by any of the Releasors or others in supervised or unsupervised activities at Norcal Crossfit, injuries and medical disorders, including, but not limited to permanent disability, death, heart attacks, strokes, heat stress, sprains, broken bones, and torn muscles and ligaments, among others, arising from exercising or any recreational use of any of Norcal Crossfit's facilities or while participating in any of the Norcal Crossfit's programs, and accidental injuries occurring anywhere in or about Norcal Crossfit's premises or facilities, including its dressing rooms, showers, parking lots, premises and other facilities.

The Releasors also agree to indemnify Norcal Crossfit from any loss, liability, damage or cost that Norcal Crossfit may incur due to the presence of any of the Releasors in, upon or about Norcal Crossfit's premises or facilities or in any way observing or using any of Norcal Crossfit's facilities, services or equipment, whether caused by the Releasors' negligence or otherwise. The Releasors expressly agree that the foregoing Express Assumption of Risk Agreement and Release of Liability and Indemnity Agreement (the "Release") is intended to be as broad and as inclusive as permitted by the law of the state of California, and that if any portion of the Release is held invalid, then it is agreed that the remainder of the Release shall continue in full force and effect. I acknowledge that I have carefully read the Release and fully understand that it is a release of liability, and express assumption of risk and indemnity agreement. I am aware and agree that by executing the Release, I, and all the Releasors are giving up any rights I/they may have to bring a legal action or assert a claim against Norcal Crossfit for its negligence, or for any defective product on its premises. This Express Assumption of Risk and Release of Liability and, Indemnity Agreement shall also extend to CrossFit® and CrossFit's officers, affiliates, directors, agents, staff, volunteers, suppliers, licensors, licensees and employees.

I represent that I have the actual authority to, and do hereby enter into the Release on my behalf and as an authorized agent or parent or legal guardian for all of the Releasors. I have read and voluntarily signed the Release and I further agree that no oral representations, statements or inducement apart from the foregoing

have been made to me or any of the Releasors.

Initial here: 

Rules and Regulations

1. The minimum age requirement for membership is 18 years old. Parental consent is required in writing. Children age 12 to 17 years, must be accompanied by his or her parent(s). Parents accompanying children must be members.
2. You must be a member in good-standing to be on the workout floor and on the premises.
3. All guests and visitors must sign in with our front desk staff. An "Express Assumption of Risk and Release of Liability and, Indemnity Agreement" form must be signed before entering the workout floor. All guests and visitors must pay the daily workout fee prior to entering the workout floor.
4. Your Membership with Norcal Crossfit is non-transferable, non-assignable, and non-saleable. Any such attempted transfer, assignment, or sale is void and will not be honored by Norcal Crossfit. When a member commits to a Yearly Agreement, or Pays In Full (PIF), the agreement cannot be cancelled unless cancellation is based on Death or Disability (See below).
5. **Cancellation Based On Death or Disability.** If by any reason death or disability of Member, Member is unable to receive all services for which Member has contracted, Member and his/her estate shall be relieved from the obligation of making payment for services other than those services received prior to death or the onset of disability. In the event that the member has prepaid any sums for services, so much of the sum as is allocable to services that member has not taken shall be promptly refunded to Member or Member's representative. In the case of death or disability of Member where Member is unable to receive all such services, NorCal Crossfit shall promptly refund to member or his/her personal representative, on request, such amount of the sum prepaid as is proportionate to the amount of services not received by Member. Disability means a condition which precludes Member from physically using the facilities and the condition is verified by a physician.
6. I hereby certify I have no medical problems that would increase my risk of illness and injury as a result of participation in a fitness program designed by Norcal Crossfit.
7. I agree to allow Norcal Crossfit, its agents, officers, principals, employees and volunteers the use of any and all picture(s), film and/or likeness of me for advertising and teaching purposes. I also acknowledge that there are video cameras on Norcal Crossfit's premises and facilities and that I will be filmed and recorded. I consent to Norcal Crossfit's filming and recording of me.
8. Norcal Crossfit and its staff are not responsible for personal property left on, or stolen from, our premises.
9. This facility is closed at the end of each day with all its equipment properly organized and returned to its appropriate storage area. Accordingly, members are expected to maintain this state of organization in the facility during the course of their workout. If you are unclear as to the level of organization we require, ask our staff.
10. No, smoking, drugs, alcohol, weapons, tools, gum, chewing tobacco, or loitering allowed on premises. Workout bags and glass containers are not allowed on the workout floor.
11. Abuse of our equipment or fixtures, fighting, loud or obnoxious behavior, and disrespectful behavior toward our staff or members are all grounds for immediate membership suspension and/or termination.
12. We provide lockers for using during your workout on a first-come first-served basis. Locks left on lockers overnight will be cut off and discarded. We assume no liability for locker contents as a result of this action.
13. Parking is available in the immediate vicinity of this location. We reserve the right to have your vehicle towed at your expense and terminate your membership for non-compliance of our parking requirements.
14. Parking is available *only* for the duration of your workout. We are not responsible for theft or damage to personal property or any other Injury while parked at this facility.
15. If you become engaged in an argument or physical altercation with another person in this facility (including our staff), your membership will be immediately suspended and/or terminated and you will be required to leave the premises. If the staff of this facility deems it necessary to call the police to facilitate your removal, you will be permanently barred from our facilities.
16. Members and non-members using this facility are responsible for observing all policies, rules and regulations, which may govern other services offered by us.
17. **Severability.** The provisions of this Agreement are severable and if any provision is determined to be illegal or unenforceable, the remaining provisions and any partially enforceable provisions shall nevertheless be enforceable. NorCal Crossfit's failure to enforce any remedy or provision in this Agreement shall not be construed as a waiver of such remedy or provision.
18. **Governing Law.** This Agreement shall be construed in accordance with the laws of the State of California with jurisdiction and venue deemed proper in Santa Clara County.

19. **Integration - Entire Agreement.** This Agreement constitutes the entire and exclusive agreement between the parties and cancels and supersedes prior promises, representations, understandings and/or agreements between the parties. This Agreement may be modified only by an instrument in writing signed by all parties.

20. **EFT Policy Supplement.** You must allow thirty days from the date our third party billing receives your EFT paperwork to process any type of change to your EFT account. You are responsible for all EFT return items (just like a bounced check). We charge twenty-five dollars (\$25.00 service charge) for all EFT return items. In consideration for your membership you are responsible for EFT facility fees even if you do not use our facilities.

21. **Facilities, Services and Hours of Access.** Your membership commences when the Membership Agreement is signed and your initial payment is made. As a member, you are entitled to use Norcal Crossfit's facilities and services. Norcal Crossfit's facilities include cardiovascular and other exercise equipment, indoor exercise and instruction areas, and racquetball courts.

22. **Temporary Unavailability of Facilities or Services.** Norcal Crossfit may temporarily take facilities or equipment out of operation for reasonable repairs, modifications, substitutions, or improvements. Norcal Crossfit reserves the right to make changes to the type or quantity of classes or equipment offered.

32. I authorize Norcal Crossfit to withdraw my monthly or yearly Dues Guarantee/Maintenance Fee. I understand that this monthly/yearly fee will guarantee my monthly dues and will never increase for as long as the membership remains current and in good standing. The Dues Guarantee/Maintenance Fee is earned on receipt and is nonrefundable.

33. **Physical Condition and No Medical Advice.** Member represents that he/she is in good physical condition and has no medical condition or impairment that might prevent Member from his/her intended use of NorCal Crossfit's facilities. Member acknowledges that NorCal Crossfit did not give Member any medical advice at any time relating to Member's physical condition and Member's ability to use NorCal Crossfit's facilities. If Member has any medical concerns, those concerns should be discussed with a physician before using NorCal Crossfit's facilities.

34. **Termination With/Without Cause by NorCal Crossfit.** NorCal Crossfit may, at its option, terminate Member's membership if (1) Member fails to make timely payments under any payment plan, (2) Member fails to follow the NorCal Crossfit's membership rules and regulations or this Agreement, or (3) Member's conduct is improper or harmful to the best interests of the NorCal Crossfit or its members. Termination for cause is effective on the date the NorCal Crossfit mails a written notice to Member's last known address. Member remains financially responsible for all dues and charges incurred until the date of termination. NorCal Crossfit reserves the right to terminate any membership for any reason not identified in this Agreement and that is not prohibited by law. If NorCal Crossfit terminates a membership under this provision, NorCal Crossfit will mail written notice to Responsible Party/Participants and refund any unused prepaid dues.

35. **Enrollment Fees.** The enrollment for this membership agreement is fully earned at the time this agreement is entered into and is non-refundable, except as provided above.

- If Member cancels this membership agreement (except in those cases where cancellation is based on the death or disability and/or relocation cancellation policies set forth above), or fails to make funds available for electronic transfer under this agreement, Member will be required to pay a new enrollment fee and execute a new membership agreement to reinstate Electronic Funds Transfer membership. Member agrees to pay any and all fees billed by ourselves for all electronic funds transaction's that are returned, frozen, closed, dishonored, interrupted or unavailable for EFT.

- Member may cancel this electronic funds transfer agreement only by written request. Such requests must be mailed to the address on front. Oral requests for cancellations will not be honored, are considered invalid and will not be accepted. No exceptions! NorCal Crossfit cannot be responsible for written requests if not received by certified mail. You are responsible for verifying that your written requests are received and that your account has been changed or cancelled.

- EFT membership cancellations, EFT bank account changes and EFT credit card account changes all require a thirty (30) day processing period.

- NorCal Crossfit is under no obligation to refund membership fees due to a members' failure to properly notify NorCal Crossfit with any updated information regarding Member's account.

I certify that I have read and understand the rules and regulations above.

Initial here:

NorCal CrossFit Cabo Reserves the Right to Refuse Entry or Membership to Anyone!

☐ 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