ATHLETE WAIVER

Full Name	Email Address		Gender
Street Address	City	Province/Region	Zipcode
Country	Date of Birth		

Dear [athlete],

Please sign this waiver/release form for Skol CrossFit.

PHOTOGRAPHY/VIDEO RELEASE

Participants involved in any activities offered by Skol CrossFit may be photographed or videotaped during training. The undersigned hereby consents to the use of these photographs and/or videos without compensation, on the skol CrossFit website or in any editorial, promotional or advertising material produced and/or published by Skol CrossFit.

Initial here:

WAIVER AND RELEASE OF LIABILITY

Express assumption of risk: I, the undersigned, an aware that there are significant risks involved in all aspects of physical training. These risks include, but are not limited to: falls 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; strains and sprains. I am aware that any of these above mentioned risks may result in serious injury or death 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 that may result from participation in any activity or class while at, or under direction of Skol CrossFit. You the consumer, may cancel this contract at any time prior to midnight of the third business day after the date on which the contract is executed. Payment in full or payment in advance for serviced beyond one month can not be accepted. Billing for services in done on a month to month basis. Your dollar amount of this contract will be on your receipt after billing or discussed with you through email. You must give 30 days notice of cancellation before next billing cycle if you are on an automatic billing cycle. No refund is required by Skol CrossFit.

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 activities offered by Skol CrossFit , I, the undersigned hereby release Skol CrossFit , 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 anyway connected with my participation in this activity, 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, I agree that the remainder of the agreement shall remain in full legal force and effect. If this facility ceases operation and fails to offer an alternate location within five miles, no further payments under this contract shall be due to anyone, including any purchaser of any note associated with or contained in this contract. All equipment is subject to change or deletion at the discretion of the facility. I am signing on behalf of a minor child, I also give full permission for any person connected with Skol CrossFit 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.

Indentification: The participant recognizes that there is risk involved in the types of activities offered by Skol CrossFit Therefore the participant accepts financial responsibility for any injury that the participant 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 costs to enforce this agreement, I agree to reimburse them for such fees and costs. I further agree to indemnify and hold harmless Skol CrossFit, their principals, agents, employees, and volunteers from liability for the injury or death of any person(s) and damage to the main building or abroad. This includes but is not limited to parks, recreations areas, playgrounds, areas adjacent to the main building, parking lots, sidewalks, and/or any area selected for training by Skol CrossFit. I acknowledge I have physical injury or illness that will endanger me or others.



AT HOME PROGRAMS

Please always check with a physician before starting any at home programs to make sure you are healthy and cleared for workouts. Please note that Skol CrossFit or any at home programs are not responsible for any injury that may occur while at home. You are doing workout programs at your own free will and choice and any injury that is sustained during any workouts, that you accept all responsibility for any negligence and Skol CrossFit is not responsible.

Fees/cancelations

1. If you decide to reactivate your membership in the future (and we hope you do) membership rates in effect at the time of reactivation will be applicable as membership rates are subject to change.

2. If you would like to put your membership on hold instead of canceling, you can submit a Membership Hold Request. If you're sure you'd like to cancel, just complete and submit the form found on our website. This will serve as your 30 day written cancellation notice as required by your membership agreement. Your membership will be canceled 30 days from the submission of the form below. Note that if you have a scheduled renewal payment within this 30 day period, the payment will be processed as scheduled. All payments are non-refundable.

3. Cancellation of membership prior to the expiration of any specified commitment period requires an early termination fee equal to the standard non-discounted month-to-month rate.

Hold Policy

1. You have the option to put your automatically recurring membership on hold for any reason.

2. Membership hold requests must be submitted no less than five business days before your upcoming invoice. All membership payments are non-refundable.

3. Membership hold requests are limited to 3 months per calendar year in 1 week increments. Upon expiration of the hold period that you select below, your account will automatically reactivate and regular membership payments will resume. Your original agreement will be extended by the amount of time of the membership hold. If you chose to cancel your membership during the hold period, the standard 30 day cancellation notice requirement stated in your membership agreement is applicable. If you choose to reactivate your membership after it is canceled, membership rates in effect at the time of reactivation will be applicable (membership rates are subject to change).

There may be some fees that will apply to your account, please read.

If you sign up for any class and do not show there could be a \$5 fee that will be billed to your account. If you can't make it to a class please cancel the class as a courtesy to the trainers. If you do not sign up for the 5am class by midnight the class will be cancel and there will not be a trainer for that class and the same for any class after. When you schedule a techniques (On Ramp) class or personal training session there is a \$25 no show fee.



I agree to these terms.

Do you currently have any limitations or injuries that are bothering you, that will cause you to modify any movements? If so, please explain. *

Do you currently work out and if so how often and where? *

Did someone refer you to us? If yes, who? *

Sign your name below:

Please read the <u>Electronic Records and Signature Disclosure</u>