

## CROSSFIT TORIAN WAIVER & HEALTH CHECK

**Full Name**

**Email Address**

**Gender**

**Street Address**

**City**

**Province/Region**

**Zipcode**

**Country**

**Date of Birth**

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### CrossFit Torian

There are inherent risks associated with high intensity exercise and strength training, both of which will be regularly delivered in this facility. If you have any questions or concerns over any part of the facility, its programming, coaches, equipment, or anything else while on site, please refer to a staff member immediately. Your safety is our highest priority.

#### **WARNING ... Safety first!!**

High intensity exercise must be approached cautiously in the beginning and a gradual ramp up of intensity is necessary to allow muscles cells to adapt to the new demands being placed on them.

#### **EMERGENCY ASSISTANCE**

You give CrossFit Torian and its agents, employees and volunteers permission to seek emergency medical services for you should you become injured or ill with the understanding that you are responsible for any expenses incurred.

#### **MY RESPONSIBILITIES**

You acknowledge and agree that your responsibilities in respect of the training and use of the facilities are as follows:

- (a) the training may involve weightlifting, gymnastic movements, strenuous bodyweight exercises and other high exertion activities, and you are not obligated to perform nor participate in any activity that you do not wish to do, and that it is your right to refuse such participation at any time during training sessions;
- (b) should you feel lightheaded, faint, dizzy, nauseated, or experience pain or discomfort, you are to stop the activity and inform my trainer;
- (c) If you are in doubt about whether you are in good physical condition or whether you can exercise without damaging my health, safety, or comfort then you must seek expert advice before commencing (or re-commencing) training;
- (d) If you believe that there is a risk to your health from doing any of the training you must tell CrossFit Torian immediately, and provide full details;
- (e) If your medical condition changes from what you have described in paragraph 1 above, you must tell CrossFit immediately, and provide full details;
- (f) On the day that you sign this agreement, and each time you participate in training or use the facilities, including all activities related to and community events and competitions, you confirm that you are in good physical condition, that you know of no medical or other reason why you cannot undertake the training and that the training will not damage your health, safety, comfort or physical condition;
- (g) You must follow all rules and instructions issued to you in respect of the training and use of the facilities;
- (h) You must not use the facilities or participate in training when you are suffering from an infection, a contagious illness, a physical ailment, such as an open cut or sore or where there is any other risk, however small, to other members and guests;
- (i) You are responsible for using the facilities and equipment correctly, including adjusting levels or settings. You agree that if you are unsure how to operate any equipment, or how to undertake a particular exercise, that you will seek the advice of a trainer authorised by CrossFit Torian prior to using the equipment or undertaking the exercise; and
- (j) You are responsible for any damage to the facilities caused by you or your guests through a wilful act or negligence.

#### **YOUR AGREEMENTS**

You agree to:

- (a) make sure you know how to exercise and train safely, by asking if necessary; and
- (b) to use your best endeavours to exercise safely.

#### **LIABILITY**

- (a) Subject to clauses 7(c) and 7(d) you agree to RELEASE AND DISCHARGE CrossFit Torian, its agents, employees and volunteers (RELEASEES) from any and all claims or liability for any loss, damage, injury or expense that you may suffer, or that your next of kin may suffer in connection with your failure to comply with your obligations under this agreement, loss, damage or destruction of your personal property, injury that you suffer that is caused by a third party who is unconnected to the services that the RELEASEES provide to you or loss or damage that you suffer caused by events that the RELEASEES could not have foreseen or prevented even if they had taken all reasonable care
- (b) Subject to clauses 7(c) and 7(d) you agree to HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any damage to the property of, or personal injury to, any third party, resulting from your participation in any program, activity or service provided by the RELEASEES.
- (c) Except as contemplated by clause 7(d), you acknowledge that nothing in this agreement is intended to limit any of your rights under the Competition and Consumer Act 2010 (Cth).
- (d) If the Competition and Consumer Act or any other legislation provides that there is a guarantee in relation to any good or service supplied by the RELEASEES in connection with your participation in training or your use of the facilities as provided by the RELEASEES and the RELEASEES liability for failing to comply with that guarantee cannot be excluded, but can be limited, then clause (x) does not apply to that liability and instead, the RELEASEES liability for such failure is limited to (at the RELEASEES election) the RELEASEES supplying the relevant services again, or paying the cost of having the services supplied again.

#### USE OF IMAGE

You agree to allow CrossFit Torian, its agents, employees and volunteers to use picture(s), film and/or likeness of you for advertising purposes. In the event you choose not to allow the use of the same for said purpose, I agree that I must inform CrossFit Torian of this in writing.

#### GENERAL

This agreement shall be binding upon you, your successors, representatives, heirs, executors, assigns, or transferees. If any portion of this agreement is held invalid, you agree that the remainder of the agreement shall remain in full legal force and effect. If you are signing on behalf of a minor child, you also give full permission for any person connected with CrossFit Torian to administer first aid deemed necessary, and in case of serious illness or injury, you 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.

☐ I agree to these terms.

**(a) Have you ever had any form of heart disease? \***

☐ Yes ☐ No

**(b) Do you have any current injuries? \***

☐ Yes ☐ No

**(c) Have you ever experienced shortness of breath or chest pains? \***

☐ Yes ☐ No

**(e) Do you have a family history of heart disease? \***

☐ Yes ☐ No

**(g) Do you have problems with your knees? \***

☐ Yes ☐ No

**(i) Do you have problems with your back? \***

☐ Yes ☐ No

**(j) Are you currently exercising? \***

☐ Yes ☐ No

**(k) Do you have any hip/pelvis problems? \***

☐ Yes ☐ No

**(l) Have you participated in strenuous exercise before? \***

☐ Yes ☐ No

**(n) Do you ever get dizzy? \***

☐ Yes ☐ No

**(m) Do you have high blood pressure? \***

☐ Yes ☐ No

**(o) Do you have any neck/shoulder problems? \***

☐ Yes ☐ No

**(p) Are there any exercises that you know you cannot do? \***

☐ Yes ☐ No

**(q) Do you have diabetes? \***

☐ Yes ☐ No

(r) Is there any reason you know of that you should not participate in exercise? \*

☐ Yes ☐ No

If you answer yes to any of these questions please provide more information in the space below: \*

How did you hear about CrossFit Torian?

No answers to show...

Sign your name below:

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

☐ I agree to use electronic records and signatures