

## CFOT WAIVER

**Full Name**

**Email Address**

**Gender**

**Street Address**

**City**

**Province/Region**

**Zipcode**

**Country**

**Date of Birth**

**CROSSFIT OVERTAKE STRONGLY RECOMMENDS THAT YOU CLEAR YOUR PARTICIPATION IN ANY EXERCISE PROGRAM WITH YOUR PHYSICIAN. THE PROTOCOLS OF THIS PROGRAM WILL INVOLVE YOU IN RELATIVELY HIGH INTENSITY WORKOUTS AND IT IS IMPORTANT YOU UNDERSTAND THE FOLLOWING:**

I \_\_\_\_\_, agree to participate in physical training sessions instructed by

CrossFit certified trainers, Matt Kyser, or trainers affiliated with Fitness OverTake LLC DBA CrossFit OverTakeI am fully aware these fitness sessions are of a nature and kind that are extremely strenuous and will push me to the limits of my physical abilities.

I recognize and understand these training sessions 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 willingly assume full responsibility for any and all risks that I am exposing myself to as a result of my participation in this CrossFit training program and accept full responsibility for any injury or death that may result from my participation.

I hereby certify that I know of no medical problems that would increase my risk of illness and injury as a result of participation in a fitness program designed by Fitness OverTake LLC DBA CrossFit OverTake. I understand there exists the possibility of adverse physical changes during an exercise program. I fully understand that these changes could include abnormal blood pressure, fainting, disorder of heart rhythm, stroke, and in very rare instances, heart attack or even death. I understand that certain prescribed medications may exacerbate these physiological changes and create an even greater risk of physical damage or death. With my full understanding of the above information, I agree to assume any and all risks associated with my participation in this CrossFit Fitness Program.

**Initial here:**

### **Release:**

In full consideration of the above mentioned risks and hazards and in full consideration of the fact that I am willingly and voluntarily participating in the activities made available by CrossFit OverTake, and with my full understanding of all of the above, I hereby waive, release, remise and discharge Matt Kyser, Alex Kyser, and Fitness OverTake LLC DBA CrossFit OverTake, CrossFit and its agents, officers, principals and employees and volunteers, of any and all liability, claims, demands, action or rights of actions, or damages of any kind related to, arising from, or in any way connected with, my participation in the CrossFit conditioning program.

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 I am signing on behalf of a minor child, I also give permission to administer the necessary first aid, 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 medical facility deemed necessary for the well-being of the child.

Initial here:

### Indemnification:

I recognize there is risk involved in the types of activities offered by CrossFit. Therefore, I accept financial responsibility for any injury that I or 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 costs to enforce this agreement, I agree to reimburse them for such fees and costs. I further agree to indemnify and hold harmless Matt Kyser, Alex Kyser, and Fitness OverTake LLC DBA CrossFit OverTake, CrossFit Incorporated, and all 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 OverTake.

Initial here:

### Membership Cancellation Policy:

A 30 day notice will be required for cancellation through a Cancellation Request Form. A request form must be filled out and submitted before any action is taken on your membership. The link to the Membership Cancellation Form can be found at the bottom of each emailed membership payment stub. Refunds will not be granted for cancellations after the payment has been drafted. Late cancellations will incur a \$50 late cancellation fee.

### Membership Hold Policy:

If you choose to hold your membership, you must fill out a Hold Request Form at least 5 business days prior to the scheduled non-refundable membership renewal. You can freeze your membership anywhere from 1 to 3 months, with a maximum hold of 3 months, in any given calendar year. The link to the Membership Hold Form can be found at the bottom of each emailed membership payment stub. There is a \$8 per week fee for Membership Holds. Once the Membership Hold is over, scheduled membership payments will resume automatically.

Initial here:

### Discount Policy:

We do not offer discounts.

We only offer 10% discounts on Memberships in the following situations:

1. Paid in Full (Prepaid for "X" amount of months upfront)
2. Household Families (applies to all in household)

### Drop In Policy:

We do not allow trial classes for those without previous CrossFit experience. Drop Ins must be from out of town and attend another CrossFit affiliate elsewhere. Those that are local and would like to get started must be introduced through our Rise Program before becoming a part of group classes.

Single Drop In: \$20

Drop In w/ T-shirt: \$27

Week Drop In: (7 day access w/ T-shirt): \$75

Initial here:

I have fully read and fully understand the foregoing assumption of risk, and release of liability 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 my negligent or intentional act or omission. I understand that by signing this form I am waiving valuable legal rights.

☐ I agree to these terms.

**Do you have any current injuries or health conditions we need to be aware of?**

☐ Yes ☐ No

**If so, what are they?**

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**Have you participated in CrossFit before? \***

☐ Yes ☐ No

**Sign your name below:**

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

☐ I agree to use electronic records and signatures