

## CROSSFIT EMPIRICAL HEALTH HISTORY QUESTIONNAIRE

Full Name

Email Address

Gender

Street Address

City

Province/Region

Zipcode

Country

Date of Birth

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CrossFit Empirical

### RELEASE FORM

**Personal Conduct Code:** CrossFit Empirical participants and guests are subject to the control and guidance of CrossFit Empirical staff and must follow their instructions while in or outside the facility. Participants and guests agree to conduct themselves in a careful, diligent and well-mannered fashion when in or about the facility and not to cause any disturbances or interfere with the safe use or enjoyment of others. Participants or guests shall not bring to or use in the facility, the following: headsets, cameras, video or tape recorders or any similar devices. Any complaints (other than those of an emergency nature or requiring immediate attention by CrossFit Empirical personnel) shall be made directly to the manager, in private.

I agree to conduct myself in accordance with this Personal Conduct Code

Initial here:

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**Waiver and Release:** You (Participant, parent, spouse, or guest, as applicable) agree that if you engage in any physical exercise or activity or use any facility, on or off the premises, you do so at your own risk. This includes, without limitation, your use of the equipment, showers, parking area, or sidewalk and your participation in any outdoor work activity, class, program or instruction now or in the future made available. You agree that you are freely and voluntarily participating in these activities and using the equipment and facilities and assuming all risk of injury or any damage, loss or theft of any personal property. You agree on behalf of yourself (and your personal representatives, heirs, executors, administrators, agents, and assigns) to waive/release CrossFit Empirical, its agents, representatives, attorneys, insurers, counsel for insurers, successors, employees, owners, officers, directors, and volunteers, from any and all claims or causes of action whatsoever arising out of our negligence (gross or otherwise). This Waiver and Release of all liability includes, without limitation, injuries which may occur as a result of (a) your use of any facility or its improper maintenance, (b) your use of any exercise equipment which may malfunction or break, (c) our improper maintenance of any exercise equipment, (d) our negligent instruction or supervision (gross or otherwise), and (e) your slipping and falling while in any facility or on the surrounding premises, **YOU ACKNOWLEDGE THAT YOU HAVE CAREFULLY READ THIS WAIVER AND RELEASE AND FULLY UNDERSTAND THAT IT IS A RELEASE OF ALL LIABILITY. IN ADDITION, YOU DO HEREBY WAIVE ANY RIGHT THAT YOU MAY HAVE, BY OR ON BEHALF OF YOURSELF, YOUR GUEST, SPOUSE OR ANY CHILD (MINOR OR OTHERWISE), TO BRING LEGAL ACTION OR ASSERT A CLAIM FOR INJURY OR LOSS OF ANY KIND AGAINST US FOR OUR NEGLIGENCE OR ARISING OUT OF OR RELATING TO PARTICIPATION BY YOU, YOUR SPOUSE OR CHILD IN ANY OF THE ACTIVITIES, OR USE OF THE EQUIPMENT, FACILITIES OR SERVICES WE PROVIDE AS DESCRIBED IN THIS PARAGRAPH, OR ON ACCOUNT OF ANY ILLNESS OR ACCIDENT, OR DAMAGE TO OR LOSS OF YOUR PERSONAL PROPERTY.**

I have carefully read the above Waiver and Release and agree to be bound by its terms.

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**Exercise Equipment Policy:** Participants must use the equipment only in the manner intended by the manufacturer and authorized by CrossFit Empirical. Please follow all instruction and posted signs carefully. We reserve the right to limit your use of any equipment of facilities to ensure the equitable use of the equipment

and facilities by all participants. Participants shall not move or modify the equipment in any manner whatsoever. No free weight or loose equipment shall be used in connection with any mechanical equipment or in any manner for which the equipment was not originally intended. If you believe any piece of equipment is malfunctioning, please notify the management immediately. Participants may not bring in their own equipment. DO NOT USE the equipment if you are taking any medication that affects your physical and/or mental abilities or causes drowsiness or if you have any medical condition which makes such use inappropriate. CrossFit Empirical makes no recommendation as to brands of athletic wear to utilize during training.

I have read the Exercise Equipment Policy above and agree to follow this policy.

Initial here:

**Health Responsibility Policy as to Use of the Facility:** You should consult with your physician before using our services and facilities. You understand and acknowledge that we have no expertise in diagnosing, examining or treating any medical condition. You agree you will not use the facilities with any medical condition, including open cuts, abrasions, sores, infections, maladies or inability to maintain personal hygiene, if such a condition pose a threat to the health of safety of yourself and others and agree you will use the facilities in accordance with all applicable public health requirements. It is your responsibility to consult with your physician to determine if any of these medical conditions exists and, if so, whether such condition poses a direct threat to the health or safety of yourself or others. CrossFit Empirical expressly reserves the right, however, to make the final determination in this regard. By participating in training, you hereby acknowledge that you are physically and mentally fit and capable of utilizing the facilities and training regime you undertake.

I have carefully read the above health responsibility policy as to use of the facility and agree to follow this policy.

Initial here:

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

I have carefully read the photography/video release and agree to follow this policy.

Initial here:

**Cancellation Notice:** The buyer may cancel this contract by emailing written notice to **CrossFit Empirical** at [info@crossfitempirical.com](mailto:info@crossfitempirical.com) thirty (30) days prior to the effective date of cancellation. Buyer is not entitled to a refund of any monies paid.

I have carefully read the cancellation notice and agree to be bound by its terms.

Initial here:

## RHABDOMYOLYSIS ("RHABDO")

### RELEASE AND WAIVER

I,

Initial here:

, in consideration for continued access to the training facility identified herein as CrossFit Empirical training and programing at this facility. I acknowledge and attest to having fully and carefully read and reviewed this "RELEASE AND WAIVER" including all subparagraphs prior to engaging in any physical activity at this facility.

- Rhabdomyolysis (hereinafter referred to as "Rhabdo") can occur when an individual's physical activity is so intense that muscular cells begin to breakdown and the contents and/or remaining materials enter the bloodstream. Rhabdo may be caused by many other systemic or environmental causes. However, Exertional Rhabdo can occur in athletes of *a//*levels of fitness, resulting in muscle cell destruction. The skeletal muscle breakdown impairs kidney function as those organs are unable to handle increased enzymes that are released into the bloodstream. This induces severe physiological changes in the body.
- The symptoms of Rhabdo include muscle pain, stiffness and extreme weakness, darkening of the urine (similar to the color of tea or cola), decreased urine output, altered mental status, swelling of the body part involved, either with or without pain.
- I understand and have been advised that generally the pain that is referred to as a Rhabdo symptom is pain out of proportion to the amount of soreness that one would generally expect, often producing pain much quicker than one would expect after a workout.
- I understand that any concerns on my part that I am experiencing any of the symptoms of Rhabdo require immediate presentation to a hospital for emergency treatment. I acknowledge that no third party, either from the facility or otherwise, will be capable of monitoring my urine output or color, and it is my responsibility to be continually cognizant of this symptom and all other symptoms and to monitor them in my own body at all times. I agree that I will remove myself from participation and seek medical treatment of my own accord should I have any concerns regarding possible symptoms of Rhabdo.
- I acknowledge and understand that all individuals engaged in demanding workouts are potentially exposing themselves to Rhabdo or other injuries/negative physical results. However, I understand that statistically individuals most likely to experience Rhabdo are those who are in good shape by general standards or who were previously in good physical shape. This includes individuals who were prior athletes and/or prior military personnel, law enforcement or firefighters. I acknowledge that often the more mentally tough a potential athlete is and the more athletic they were in the past or currently are, the greater the risk of exposure to Rhabdo.
- I acknowledge and fully understand that statistically the chances of me developing Rhabdo are extremely slight, but I likewise appreciate the necessity that I be aware of the symptoms of this condition. I agree to monitor myself in a manner that is proportionate to the potential injury that can be occasioned by this condition. I acknowledge and understand that I am the only individual capable of determining if I am experiencing Rhabdo symptoms. I hereby agree and do willingly assume responsibility for any risks that I expose myself to and accept full responsibility for any injury or death that may result from participating in this significantly demanding physical activity.

Initial here:

With the opportunity to fully inform myself about Rhabdo and the risks thereof of all of the above, I knowingly and freely assume and accept all such risks both known and unknown. I assume full responsibility and all risks from my participation in any physical activity at the facility. I for myself and on behalf of my heirs, assigns, personal representatives and/or next of kin, forever WAIVE, RELEASE, DISCHARGE and COVENANT NOT TO SUE **CrossFit Empirical** and/or their officers, directors, representatives, partners, officials, principals, agents or employees, subsidiaries, or assigns, as well as their independent contractors.

Initial here:

I hereby acknowledge that I have witnessed that the above party has fully read this document and has been given the opportunity to ask any questions that he/she may have regarding its contents.

☐ I agree to these terms.

**In the last year have you required any taping, wrapping, or protective devices (braces) for participation in athletics? \***

☐ Yes ☐ No

**Have you ever exp. chest pain, "racing heart"/irregular heart beat, difficulty breathing or catching your breath, while exercising or playing a sport? \***

☐ Yes ☐ No

**Have you ever experienced nausea, dizziness, severe cramping or fainting from the heat, which forced you to stop the activity? \***

☐ Yes ☐ No

**Have you ever passed out during a sports activity / exercise or lost consciousness due to a head injury? \***

☐ Yes ☐ No

**Do you have diabetes? \***

☐ Yes ☐ No

**Are you currently taking or presently under medication? \***

☐ Yes ☐ No

**Do you exercise? \***

☐ Yes ☐ No

**What type?**

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**Is there any other condition that may limit your participation in this program? (i.e. pregnancy, asthma, angina) \***

☐ Yes ☐ No

**Have you had a physical within the last year? \***

☐ Yes ☐ No

**Please list any other conditions, surgeries or injuries not listed above. \***

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**Sign your name below:**

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

☐ I agree to use electronic records and signatures