

## CROSSFIT CONDOR WAIVER

Full Name

Email Address

Gender

Street Address

City

Province/Region

Zipcode

Country

Date of Birth

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### CrossFit Condor Waiver

#### INFORMED CONSENT/ASSUMPTION OF RISK

I, \_\_\_\_\_

Initial here: 

agree to participate in one or more physical fitness program(s)/class(es) offered by AHMS, LLC, t/d/b/a CrossFit Condor (hereinafter referred to as "CrossFit Condor"), which may include but not necessarily be limited to, CrossFit training, Burner-x classes, and/or training of any kind by any affiliate, subsidiary, partnership, agent, officer, principal and employee/volunteer of CrossFit Condor. I am fully aware that the fitness programs/classes which CrossFit Condor offers and 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. I the undersigned 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 the other people around me, injury or death due to improper use 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).

Initials: \_\_\_\_\_

Initial here: 

I willingly assume full responsibility for any and all risks that I am exposing myself to as a result of my participations in CrossFit Condor programs/classes and accept full responsibility for any injury or death that may result from participation in any activity, class, or physical fitness program. 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 CrossFit Condor. I have been fully informed that there exists the possibility of adverse physical changes during an exercise program, and I fully understand the same. I am fully informed that these changes could include abnormal blood pressure, fainting, disorder of heart rhythm, stroke and in very rare instances, heart attack or even death, and I fully understand the same. With my full understanding of the above information, I agree to assume any and all risk associated with my participation in CrossFit Condor programs/classes

Initials: \_\_\_\_\_

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 Condor, and with my full understanding of all the above, I hereby waive, release, remiss and discharge CrossFit Condor and its agents, officers, principals and employees and volunteers, of any and all liability, claims, demands, actions, or rights of action, or damages of any kind related to, arising from, or in any way connected with, my participation in CrossFit Condor programs/classes, 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 I am signing on behalf of a minor child, I also give full permission for any person connected with CrossFit Condor 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.

Initials: \_\_\_\_\_

Initial here: 

Indemnification: I recognize that there is a risk to myself and any other participant involved in the types of activities offered by CrossFit Condor. Therefore I accept financial responsibility for any injury that I may cause either to myself or to any other participant due to my negligence or intentional act or omission. Should any other participant, or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement with respect to the financial responsibility provision herein, I agree to reimburse said party for such fees and costs. I further agree to indemnify and hold harmless CrossFit Condor, its 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 Condor.

Initials: \_\_\_\_\_

Initial here:

Use of picture(s)/film/likeness: I agree to allow CrossFit Condor, its agents, officers, principals, employees and volunteers to use picture(s) or film(s) of me or my likeness for advertising purposes. In the event I choose not to allow the use of the same for said purpose, I agree that I must inform CrossFit Condor of this in writing.

Initials: \_\_\_\_\_

Initial here:

## CrossFit Condor Membership Agreement

### Services Provided

CrossFit Condor obligations here-under and the undersigned Members' membership are conditioned upon (i) Member executing this Agreement and initializing as designated and (ii) Member otherwise complying with this Agreement (including, without limitation, the Rules defined below) For purposes of the foregoing conditions, the term "member" shall include each individual ( i.e., spouse and children) included in a membership. Conditioned on the foregoing, operating hours, as established from time to time, and (b) participate in any one or more group classes offered by CrossFit Condor from time to time.

**This is not an "open gym" format. By class or appointment-only training, unless otherwise noted.**

### Membership Payment

- All fees and schedules are subject to change without notice. There are no refunds for membership fees.
- Memberships will be charged on the first of every month.
- All Membership package rates are per calendar month, paid monthly.
- All Membership packages auto-renew each month unless notified to cancel.

### Compliance with Rules/Guidelines

Member shall abide by all membership and facility rules and regulations established by CrossFit Condor, which may be posted at the facility, provided in writing, or issued orally and which may be amended from time to time in the sole discretion of CrossFit Condor (collectively, "Rules"). I agree that improper or unauthorized use of the facility or violation of the Rules may result in member suspension or cancellation at CrossFit Condor's discretion.

### General

This Agreement and the Rules represent the complete understanding between Member and CrossFit Condor. No representations, written or oral, other than those contained in this contract are authorized or binding upon CrossFit Condor. Member understands that he/she is obligated to pay the membership fee regardless of whether Member uses the facility. Member agrees to promptly notify CrossFit Condor in writing of any changes of address, e-mail, phone, and/or billing information. At the end of the term of this membership contract, it shall continue in effect on a month to month basis unless new rates have been installed or the member provides notice of cancellation to terminate this contract.

### Cancellation Rights

The member may cancel this contract at any time; however members are not refunded for any unused time left on their purchased membership. Cancellations must be made five (5) days prior to your bill date, which is the first of each month.

Initial \_\_\_\_\_

Initial here:

I have read and fully understand the foregoing and I am voluntarily executing this document. I further understand that by signing this form I am waiving certain legal rights that I may otherwise have.

Participant's Name (please sign) \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_

Legal Guardian if Participant is under 18\_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_

☐ I agree to these terms.

Have you ever had any form of heart disease?

☐ Yes ☐ No

Have you been seen by a physician or are you seeing a physician for this?

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Have you ever experienced shortness of breath or chest pains?

☐ Yes ☐ No

Were you seen by an physician for this?

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date of last full physical:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

High Blood Pressure?

☐ Yes ☐ No

level

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Cigarette Smoker?

☐ Yes ☐ No

Family History of Heart Disease?

☐ Yes ☐ No

Who and Age?

\_\_\_\_\_

\_\_\_\_\_

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\_\_\_\_\_

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**Diabetes?**

☐ Yes ☐ No

**Type?**

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**Do you work out at least 3 times per week?**

☐ Yes ☐ No

**Are you currently taking any medication?**

☐ Yes ☐ No

**Explain**

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**Do you have any problems in the following areas?**

No answers to show...

**Anything further you would like to share with us?**

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**Sign your name below:**

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

☐ I agree to use electronic records and signatures