

MINDFIRE ATHLETE WAIVER REV 1

Full Name

Email Address

Gender

Street Address

City

Province/Region

Zipcode

Country

Date of Birth

CrossFit MindFire

20 Chadwick St. Sewickley, PA 16066

BEL Fitness, LLC

Waiver and Release Form

Name:

Address:

Email:

City, State, Zip:

Date of Birth:

Home Phone #:

Cell Phone #:

In an **emergency**, I would like CrossFit MindFire to **Call: at Phone #**

Photography/Video Release

Participants involved in any activities offered by CrossFit MindFire 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 MindFire website or in any editorial, promotional or advertising material produced and/or published by CrossFit MindFire. **Initials:**

Waiver and Release of Liability

Express assumption of risk: I, the undersigned, am 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; illness. 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 CrossFit MindFire.

I acknowledge that I have no physical impairments, injuries, or illnesses that will endanger myself or others. **Initials:**

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 CrossFit MindFire, I, the undersigned hereby release CrossFit MindFire, 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 any way 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 I am signing on behalf of a minor child, I also give full permission for any person connected with CrossFit MindFire 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.

Indemnification: The participant recognizes that there is risk involved in the types of activities offered by CrossFit MindFire. 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 CrossFit MindFire, their 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 MindFire, at the main building or abroad. This includes but is not limited to parks, recreational areas, playgrounds, areas adjacent to main building, and/or any area selected for training by CrossFit MindFire.

I have read and understood 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.

Signature of participant:

Date:

If the participant is **under** the age of 18,

Signature of Parent/Guardian:

Print Name:

Date:

CrossFit MindFire Membership Policies

These policies are being implemented in order to give CrossFit MindFire athletes the best possible membership experience, while allowing efficient and effective administration of all memberships. The policies are intended to be fair for both the MindFire members and owners. By accepting this document, you agree to adhere to the terms set forth within it.

These policies supersede all previous policies and apply to all clients. CrossFit MindFire reserves the right to update these policies at any time. The term "membership" includes all CrossFit, Move, Punch Card, and Youth memberships, as well as any other group class membership offered. The term "private training session" includes all individual personal training, Private On-Ramp, Semi-Private On-Ramp, in addition to any other private or semi-private sessions offered.

All memberships and private training sessions

1. All memberships and private training sessions are non-refundable, non-exchangeable, and non-transferrable.
2. All memberships and private training sessions must be paid in advance and in full.
3. We reserve the right to cancel or reschedule classes and private training sessions at any time to accommodate holidays or special events. No refunds or credit will be granted due to schedule changes.
4. In the rare instance that such situation arises, we reserve the right to:
 1. Cancel your private training session if you show up more than 15 minutes late (making the session subject to our cancellation policies as detailed below.)

2. Ask an athlete to leave class if the athlete is being rude or disruptive*.
3. Terminate a membership or private training sessions at any time if the athlete is being rude or disruptive*. Should it come to this, we will refund you the pro-rated balance on your membership or private training sessions.
5. All memberships are subject to the following rules and limitations:
 1. The athlete must sign into EVERY class attended. This includes all types of memberships.
 2. If you have a Front Desk notification when you sign into class, you must alert a staff member immediately so that your issues may be resolved.
 3. No out of class training will be permitted to interrupt any class or private training sessions. Class and private training have priority use of all equipment. A coach may suspend supplemental training at any time.
 4. Participation in group class is at the sole discretion of the coaching staff. If the staff has concerns about your ability to safely participate in group class, you may be required to complete private training sessions to gain additional experience prior to joining group classes.

** Determination of what constitutes rude or disruptive is at the discretion of the Owners.*

Billing, Auto-Renewal & Expiration Dates

1. Memberships begin on the date you sign up and then renew on the 1st of the following month. (i.e. if you sign up on the 11th, you'll be prorated for the remainder of the month, and then billed at the full rate each following month on the 1st.)
2. All memberships will auto-renew unless you have specifically arranged with us to terminate your membership after a specific period of time.
3. All punch cards expire after the specified time of that membership.
4. Failure to attend class does not relieve you of the obligation to pay for your membership.

Overdue Payments / What Happens If Your Card Doesn't Go Through

1. We understand that cards can be lost, stolen or expire, and a charge will sometimes be declined. We ask that in this case, you provide us with updated billing information in a timely manner, which we define as within one week. Should your requested payment method fail, and should you fail to specify a replacement method within one week, we reserve the right to charge any other payment method for you that we have on file.
2. Payments more than one week past due will be subject to a \$20 administrative fee.

Hold Policy

1. Memberships may be temporarily placed on hold. This is a courtesy to accommodate the occasional illness or injury. Specific class session memberships (such as pre-paid specialized sessions) cannot be placed on hold. Membership holds are required in writing and at least 10 days prior to the requested hold start. Please e-mail crossfitmindfire2.0@gmail.com with your requested hold dates and a confirmation that you understand the following hold conditions:
 1. The minimum hold period is two weeks.
 2. The maximum hold period is two months.
 3. An administrative hold fee of \$20 will be assessed at the start of each hold period.
 4. Once two months of hold has been reached, the membership must either be reactivated, or it will be dropped and any remaining credit will be forfeited. If we do not hear from you regarding what you would like to do with your membership, it will be dropped and any remaining credit will be forfeited.
 5. Extensions of an existing hold will be treated for administrative purposes as an additional hold. Holds may be terminated early at any time.
 6. There are no retroactive holds: you must let us know in advance if you wish to place your membership on hold.
 7. Upon expiration of the hold, the member's account will automatically become active, and payments will resume.

Cancellation Policy

1. Memberships may be cancelled upon expiration of their term (e.g. after the month is up) with no penalty. To prevent additional charges from being assessed, cancellation requests are required in writing and at least two days prior to membership renewal date. To cancel a membership, please e-mail crossfitmindfire2.0@gmail.com with your requested termination date. Any refund requests will be subject to a \$20 administrative fee.

Membership Rates

1. Members will retain their initial monthly rates as long as the account remains on auto draft, is active and in good standing. Clients that cancel their membership are subject to current-level pricing if they return at a later date.
2. Membership lapses include but are not limited to:
 1. Memberships dropped at the specific request of the member.
 2. Memberships dropped due to expiration of the maximum hold period.
 3. Memberships dropped due to non-payment. A grace period of one week to correct any billing issue (expired or invalid credit card) before memberships is dropped for this reason.
3. Discounted rates may apply for family plans, teachers, first responders, etc. Please discuss with a staff member.
4. Rates are subject to change. Any rate change will be made known via email at least one-week in advance of implementation.

On-ramp, semi-private on ramp & personal training sessions

1. We have a strict 24-hour cancellation policy. If a confirmed appointment is cancelled with less than 24 hour notice, you must make up the session, and will incur a nominal \$25 charge in order to compensate the coach. To reschedule an appointment with more than 24-hour notice, please contact your coach or one of the owners directly.
2. For Semi-Private On-Ramp sessions, should any individual member need to miss a session for any reason, that individual must arrange to make it up. This will be a private session that incurs a nominal \$50 charge in order to compensate the coach. If at all possible, you should arrange to make up the session you missed prior to the next scheduled group session.
3. All sessions expire one year after purchase.
4. Graduation from On-Ramp is at the discretion of the coaching staff. If the staff has concerns about your ability to safely participate in group class, you may be required to continue training privately.
5. Following On-Ramp, you may continue training privately, or attend any classes on the schedule.

Lost/Stolen Items

1. CrossFit MindFire cannot be held responsible for the loss or theft of personal items.

Inclement Weather

1. In the event of inclement weather MindFire does not follow any school or business closings. Any class cancellations will be determined by the Owners; a notification email will be sent out and the online schedule updated accordingly. Any prepaid specialty classes that are canceled will be rescheduled.

☐ I agree to these terms.

Sign your name below:

Please read the [Electronic Records and Signature Disclosure](#)
☐ I agree to use electronic records and signatures