

## PHYSICAL ACTIVITY READINESS QUESTIONNAIRE/WAIVER

Full Name

Email Address

Gender

Street Address

City

Province/Region

Zipcode

Country

Date of Birth

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### Group and Personal Training Agreement ("WAIVER")

I hereby agree to accept and be legally bound by this Group and Personal Training Agreement ("Waiver"). By signing and initialing this document, I attest, contract, acknowledge and agree that I am legally bound by its content.

Initial here:

IF YOU AGREE

### RELEASE OF LIABILITY (Please Read Carefully)

I have enrolled and/or am participating in a program of strenuous physical activity (the "Program"), that includes, but is not limited to, walking, running, jumping, stretching, resistance training, weightlifting, power lifting, Olympic lifting, gymnastics, and the use of various conditioning and exercise equipment and facilities designed, offered, recommended, and/or supervised by MetamorPHitness, LLC and/or its employees or agents (hereinafter referred to collectively as "MPH").

I hereby affirm that I am in good physical condition and have no medical reason or impairment that could prevent or limit my participation in the Program or my intended use of the conditioning and exercise equipment and facilities designed, offered, recommended, and/or supervised by MPH. I acknowledge and agree that MPH does not provide medical advice, and that any information or advice I may receive from MPH, whether related to my physical condition, my ability to use the facility and services of MPH, my nutrition and/or diet, or otherwise, is not medical advice and is not a substitute for professional medical diagnosis, treatment, or advice or a medical examination. Accordingly, I acknowledge and agree that I will discuss any health or medical concerns with my physician or other health professional both (i) before using MPH's facilities and services, and (ii) after joining MPH, in the event that any health or medical concerns arise that could prevent or limit my Participation in the Program or my intended use of the conditioning and exercise equipment and facilities designed, offered, recommended, and/or supervised by MPH.

I acknowledge that the use of MPH's facilities, equipment, services, and programs involves an inherent risk of personal injury to me. I voluntarily agree to assume all risks of personal injury to me, my spouse, children, unborn children, other family members, heirs and assigns, guests, and invitees, and agree to waive any and all claims or actions that I may have against MPH for any such personal injury (and no such person shall be liable for to me, my spouse, children, unborn children, other family members, heirs and assigns, guests, or invitees, or any person whatsoever for any such personal injury), including, without limitation

(i) injuries arising from my participation in the Program, wherever those injuries may occur;

(ii) injuries arising from any use of the conditioning and exercise equipment and facilities designed, offered, recommended, and/or supervised by MPH;

(iii) injuries arising from my participation in supervised or unsupervised activities and programs in the premises owned or operated by MPH;

(iv) injuries arising from the action or inaction of other guests, licensees, invitees or trespassers to MPH;

(v) rhabdomyolysis;

(vi) heart attacks, strokes, heat stress, muscle pulls, strains, or tears, torn or damaged ligaments and/or tendons, joint sprains, broken bones, shin splints, knee/lower back/shoulder/foot injuries, and/or any other illness, infection, soreness or injury, however caused; and

(vii) accidental injuries that may occur within the facility including locker rooms, changing rooms, restrooms, and/or dressing rooms.

The provisions of this paragraph shall survive the termination of this agreement and my membership.

I further acknowledge that MPH is not responsible for the loss or theft of, or any damage to, my personal or business property, which shall include any personal or business items placed inside or nearby the premises (such as, but not limited to, money, bank checks, credit cards, jewelry, clothing, purses, wallets, bags, briefcases, computers, phones, cameras, digital music players, automobiles, motorcycles, scooters, mopeds, bicycles, and the like), whether or not such personal or business property is used in connection with my participation in the Program.

I further acknowledge that (a) MPH does not manufacture any of the fitness or other equipment at its facility and (b) MPH does not manufacture any vitamins, food products, water, sports drinks, nutritional supplements, clothing or any other products sold at its facility; accordingly, MPH is not responsible for, and I shall indemnify MPH from, any liability of any sort arising from my use of any such equipment or products.

I hereby indemnify MPH from any claim of personal injury, or property loss, theft, or damage, that are the subjects of the waiver set forth above. I further agree to

pay on behalf of MPH or reimburse MPH for any losses that it may suffer, sustain, or become subject to as a result of, in connection with, relating or incidental to, or by virtue of any claim that is the subject of the waiver set forth above. The provisions of this paragraph shall survive the termination of this Agreement and my membership.

To the extent that I am also an employee of MetamorPHitness, LLC, I agree that my participation in the Program is voluntary in nature and not work-related, nor does it fall within the course and scope of employment with MetamorPHitness, LLC. Accordingly, I acknowledge that the terms of this agreement apply with full effect to my participation in the Program.

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IF YOU AGREE

#### **MEMBERSHIP, PRICING, AND PAYMENT**

I acknowledge and agree that this Group and Personal Training Agreement is not transferable or assignable. I acknowledge that payment is required in advance of actual training sessions or workouts. I agree to pay in advance for training sessions or workouts. I understand that this money is not refundable. I understand that this Agreement and the terms it presents covers the purchase of sessions, workouts, and any other purchase of services in the future. I acknowledge that this specific contract, release of liability, consent, and agreement is continuously valid indefinitely. No refund will be granted for sessions or workouts that have not been completed. I understand that MPH has the right and the authority to terminate this agreement at any time, with no refund, if I do not follow the Program or fail to conduct myself in a safe, reasonable, and/or appropriate manner, as determined by MPH and/or its employees.

#### *ON RAMP PROGRAMS*

I understand that unless otherwise stated specifically and directly by MPH, successful completion of the entire On Ramp Program curriculum is required before I may enroll in regular classes.

#### *REGULAR MEMBERSHIP*

I recognize that cancellation of any kind of training session must occur in Wodify at least 60 MINUTES in advance of the planned session to avoid a charge for and/or loss of that session, with late cancellations of group training sessions resulting in a \$15 charge. I acknowledge that if traveling away from MPH or medically absent for one month, I am entitled to having my membership suspended. Membership suspension periods can be: one month, six weeks, or two months, only. Please email [coach@crossfitmph.com](mailto:coach@crossfitmph.com) if you would like to request a suspension period greater than these length options. I acknowledge that any scheduled closures of MPH and its facilities are not considered or factored into any such membership suspension period. I further acknowledge that in order to receive this benefit, I must provide MPH with advance written notice, and that neither verbal nor retroactive suspension requests will be honored.

#### *AUTOPAY MEMBERSHIP*

AutoPay is an automatic monthly deduction from a debit or credit card (Visa, MasterCard, Discover, American Express). This is an ongoing membership and deductions will be maintained through the membership term selected. The term of an AutoPay Membership is six months, at the conclusion of which, the AutoPay Membership will automatically renew. After the initial term, the member may cancel the direct debit.

#### *DROP-IN MEMBERSHIP*

I understand that if I visit MPH for a class or classes without purchasing a "Regular Membership," I am obligated to purchase a "Drop-In Membership." I further understand that if I purchase a "Drop-In Membership," I am bound by the terms of this Waiver and will comply with any rules, standards, or codes of conduct communicated to me in any way (verbally or in any written medium) by MPH. I further understand that my non-compliance with any rule, standard, or code of conduct may subject me to ejection from class and/or termination of my Drop-In Membership, and that I shall not be entitled to a refund of the Drop-In Membership Fee.

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IF YOU AGREE

#### **RELEASE AND AUTHORIZATION**

I hereby authorize MPH to use for any purpose, including advertising, any photographs, video recordings, audio recordings, or other recordings of me, that MPH may capture, generate, or create during while I am on MPH's premises and/or participating in any MPH services or programs. I hereby waive any right that I may have to inspect or approve any of the above-described photographs or other recordings prior to their use by MPH. I further release and discharge MPH from any liability to me, my spouse, children, unborn children, other family members, heirs and assigns, guests, or invitees, or any person whatsoever for any blurring, distortion, alteration, optical illusion or use in composite form, of any of the above-described photographs or other records, whether intentional or otherwise.

I further authorize MPH to use for any purpose, including advertising, any written statements or testimonials I may submit to MPH, post on its website, or submit or post in any public forum. I release and discharge MPH from any liability to me, my spouse, children, unborn children, other family members, heirs and assigns, guests, or invitees, or any person whatsoever for any editing or other alterations MPH may make to the above-described written statements or testimonials prior to their use by MPH.

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#### MPH Diversity and Inclusion Addendum

**Mission Statement:** Since our founding in 2009, MPH has been more than just a gym -- it is a movement to build a community founded on wellness, fitness, inclusion, and fun. The fuel that keeps us moving is the collective sum of our athletes' individual differences. To create a gym that serves everyone, we believe in including everyone. No matter your identity, where you're from, or your relationship with fitness, MPH will meet you where you are and help bring you where you want to be.

At MPH, we believe athletes perform best when they feel safe and supported. With that in mind, we are committed to providing a gym that is welcoming to all -- regardless of what makes them unique.

MPH expects all coaches, members, and visitors to foster an environment of inclusion regardless of race, religion, age, ability, ethnicity, education, gender, sexual orientation, and/or socioeconomic class.

By signing below as a coach, a member, or a visitor, you acknowledge and agree to:

1. Embrace our vision of a diverse and inclusive gym
2. Act in a manner that is respectful and supportive of all
3. Call in (as opposed to call out) individuals who have expressed potentially offensive, harmful, and non-inclusive language or behavior. Call-ins come from a place of kind correction, not shame or guilt.

*\* This policy does not form a contract of any kind. If you have any questions or concerns with our Diversity and Inclusion Acknowledgement, please do not hesitate to reach out to us.*

Thank you for your commitment to making our gym and community a more inclusive and stronger place!

Initial here:

IF YOU AGREE

☐ I agree to these terms.

**Has a doctor ever said that you have heart trouble or a heart condition? \***

☐ Yes ☐ No

**If yes, please explain, and include any limitations on activities.**

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**Has a doctor ever told you that are diabetic? \***

☐ Yes ☐ No

**If yes, is it Type I or Type II? Please explain, and include any limitations on activities.**

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**Do you ever feel faint or have spells of dizziness? \***

☐ Yes ☐ No

**If yes, please explain, and include any limitations on activities.**

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**Has a doctor ever said that your blood pressure was too high? \***

☐ Yes ☐ No

**If yes, please explain, and include any limitations on activities.**

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**Do you know of any medical reason that could affect your ability to follow an exercise program safely? \***

☐ Yes ☐ No

**If yes, please explain, and include any limitations on activities.**

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**Are you over age 60 AND not accustomed to vigorous exercise? \***

☐ Yes ☐ No

**If yes, please explain, and include any limitations on activities.**

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**Do you suffer from any problems/pain in your neck, back, shoulders, elbows, wrists, hips, knees or ankles; i.e. chronic pain, injury or numbness? \***

☐ Yes ☐ No

**If yes, please explain, and include any limitations on activities.**

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**Are you currently taking any medications? \***

☐ Yes ☐ No

**If yes, please specify, explain, and include any limitations on activities.**

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**Please list all previous surgeries and/or injuries, if any. \***

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**Please list all current and/or past chronic and/or acute medical conditions, if any. \***

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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