

# Membership Terms Agreement and Waiver/Release of Liability

Athlete\_\_\_\_\_

Sign up date: \_\_\_\_





27 Brian's Way | Somerset, KY 42501 606 677 9607 | crossfitignis.com

Name		Date of Birth	
Address	_City	State	Zip
Phone ()	Email		
Emergency Contact		Relationship_	
Phone ()	Work phone()		
How did you find out about us?			

# TO BECOME A MEMBER OF CROSSFIT IGNIS YOU MUST READ AND AGREE TO OUR TERMS & CONDITIONS:

**Terms and Conditions:** By signing this agreement, I (the "client" and "undersigned") understand that I will be entering into a legally enforceable agreement with CrossFit Ignis (all associated CrossFit Ignis Facilities) (CrossFit Ignis or "you") as follows: Please enroll me in the program I have selected and, subject to CrossFit Ignis' Guarantee; I agree to pay your fees as indicated. I understand that the terms and conditions of this Agreement will govern all aspects of my participation in each Class I take and the fee arrangements I elect to make. I also agree to comply with the policies and procedures that you and your instructors may from time-to-time communicate to me.

CrossFit Ignis' Guarantee: CrossFit Ignis understands that its Services often need to be experienced to be fully appreciated. CrossFit Ignis also understands that the Program will not be right for everyone. Accordingly, CrossFit Ignis provides the following Limited Guarantee of Satisfaction: If I decide, for any reason, that I do not wish to continue the Program, I understand that, provided I give you prompt written Notice within 3 business days following the first Class I attend of my decision, I will receive a full, unconditional, refund. I agree to provide this written notice in accordance with the "ENROLLMENT CHANGES OR CANCELLATION" section of this Agreement. I acknowledge that my right to terminate this Agreement and receive a refund will be deemed waived if I attend a second Class, that it can only be invoked for the first Class I enroll in, and that it cannot thereafter be exercised for any future Class in which I may enroll.

Membership Options: By initialing one (or more) option(s) the client agrees to the associated membership fee(s):

Membership Type	Single	Initial	Couple	Initial
Introductory On Ramp – 1 Month only			\$250/mo	
CrossFit Unlimited – Month to Month (no commitment)			\$195/mo	
CrossFit Unlimited – 3 Month Commitment			\$180/mo	
CrossFit Unlimited – 6 Month Commitment	\$115/mo		\$165/mo	
CrossFit Unlimited – 1 Yr Commitment			\$150/mo	
CrossFit Limited (9x per month) – 3 Month Commitment			\$105/mo	
CrossFit Limited (9x per month) – 6 Month Commitment			\$95/mo	
Add On: Barbell Club – Month to Month (no commitment)			\$50/mo	
Add On: Endurance Club – Month to Month (no commitment)			\$50/mo	
Add On: Personal Training – 4 Sessions/Month (based on availability)			\$100/mo	



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**Membership Discounts:** Discounts apply to Unlimited CrossFit membership fees only. Discounts are not combinable. Available discount by category:

Military (Active or Retired) – ID Required = \$25

Emergency Responder (Police/Fire/EMT) – ID Required = \$25

Teachers - ID Required = \$25

Full Time Students carrying at least 12 credit hours – Proof required = \$25

Payment Options and Automatic Renewal: I agree that my payments will be made by credit card or bank draft authorizations, unless otherwise negotiated in writing with management. I further agree that, unless I have provide you with prior written Notice as stipulated in the Enrollment Changes or Cancellation Section of this Agreement, my enrollment options will be automatically renewed. In the absence of my providing you with a Cancellation Notice, I agree to pay the applicable fee and authorize you to debit my credit or debit card or checking account, on accordance with my prior authorization. I understand that with fourteen days prior written Notice to me, you may increase your fee schedule effective as of the next Calendar Month or Term for which I become enrolled. The obligation to pay dues is not dependent on the availability of the CrossFit Ignis' facilities. Special engagements, repairs and maintenance of the facilities may make it necessary for CrossFit Ignis to restrict use of, or close, one or more area of the facility. Fees will not be reduced or suspended during the time when one or more areas of the facility are not available. Monthly renewing clients may cancel memberships by notifying CrossFit Ignis personnel of his/her wish to cancel over the phone or in person any time during business hours prior to the first day of the month to be cancelled. There are no refunds for membership fees and the CrossFit Ignis will not prorate a cancelled membership.

Enrollment Changes or Cancellation - Three-Day Right of Recession: New members have 3 days, exclusive of holidays and weekends, after signing this agreement to cancel their membership without penalty upon the mailing or delivery of written notice to CrossFit Ignis. If the Agreement is cancelled within 3 days, CrossFit Ignis will refund upon such notice all moneys paid under the contract, except that CrossFit Ignis may retain an amount computed by dividing the number of occasions CrossFit Ignis services are to be rendered into the total contract price and multiplying the result by the number of complete days that have passed since the making of the contract or, if appropriate, by the number of occasions that CrossFit Ignis services have been rendered. A refund shall be issued within 30 days after receipt of the notice of cancellation made within the 3-day provision.

**Late Payment of Fees:** A late payment fee of \$5.00 will be charged on any payment past due. Membership fees must be paid effective the 15<sup>th</sup> day of the month when due. Membership may be cancelled, at the discretion of CrossFit Ignis if fees are not timely paid.

**Freeze Policy:** Clients may put their membership on freeze, in one calendar month increments, for up to three calendar months per calendar year. Notice of freeze must be given to CrossFit Ignis personnel over the telephone or in person any time during business hours prior to the first day of the month to be frozen. Clients will not be billed for frozen months. Billing will resume automatically upon end of freeze. Yearly clients will have current year extended by the number of frozen months.



If the participant is under the age of 18

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Authorization Agreement (for memberships)		
On Ramp: I authorize CrossFit Ignis to charge my account \$	for 1 month beginning	(mm/yy) On Ramp date
Monthly Membership: I authorize CrossFit Ignis to charge my account \$	monthly beginning	(mm/yy) Today's date
Add On Membership: I authorize CrossFit Ignis to charge my account \$	monthly beginning	(mm/yy) Today's date
The authorization is extended by me to CrossFit Ignis and/or its business of processing check and charge card debits. I understain force until I give 30 days' notice of my intent to end my members.	and that this authorization ag	
	In	nitials
Automatic Debit via Checking Account or Credit		
CrossFit Ignis requires <b>all</b> of its members to utilize Wodify.com for your new member packet, you will be setup in CrossFit Ignis' your account at which point you must enter your preferred paym checking account. Failure to do so will adversely affect your me	Wodify system. You will be ent method; credit/debit care	notified via email of
I have read and understand all of the above.		
Signature of participant:	Date:	
Signature of Parent or Guardian:	Date:	



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## Waiver and Release of Liability

Express assumption of risk: I, the undersigned, am aware that there are significant risks involved in any physical training regimen. 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 me, my training partner, or other people around me, injury or death due to improper use or failure of equipment. Injury may also result simply from the fact of physical training itself. By its very nature, physical training seeks to have me push beyond my limits in order to produce a physical adaptation by my body. This requires feedback from me to my trainer regarding what is happening with my body. Excessive work can result (in rare cases) in exertional rhabdomyolosis. I should look for signs of excessive soreness, darkened urine, and pain in the kidney areas in the days following a particularly intense workout. While this type of injury is relatively rare, it can occur due to a number of factors, including (but not limited to) genetic predisposition or dehydration, that may be beyond the control of my trainer. I am aware that any of these above mentioned risks may result in serious injury or death to me 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 training.

I, the undersigned acknowledge that I have no <u>physical impairments</u> or illnesses that I know of that will endanger myself or others.

Initials:
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**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 available at CrossFit Ignis, I, the undersigned hereby release CrossFit and CrossFit Ignis, 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 Ignis 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. 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 and CrossFit Ignis, 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.



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**Photo/Video Release:** I hereby grant CrossFit Ignis permission to use my photograph/video image in any and all publications for CrossFit or CrossFit Ignis, including website entries, without payment or any other consideration in perpetuity.

I hereby authorize CrossFit Ignis to edit, alter, copy, exhibit, publish or distribute all photos and images. I waive the right to inspect or approve the finished product, including written or electronic copy, wherein my photo appears. Additionally, I waive any right to royalties or other compensation arising or related to the use of the photo- graph or video images.

I hereby hold harmless and release and forever discharge CrossFit Ignis from all claims, demands, and causes of action which I, my heirs, representatives, executors, administrators, or any other persons acting on my behalf of on behalf of my estate which may have or may have by reason of this authorization.

I am competent to contract in my own name. I have read this release, and I fully understand the contents, meaning, and impact of this release.

I have <u>read and understood</u> 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 east of 10			
If the participant is under the age of 18  Signature of Parent or Guardian:	Date:		
(Parent/Guardian) Print Name:			





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# **Physical Activity Readiness Questionnaire**

Please fill out this form as completely as possible. If you have any questions, do not guess. Ask for assistance from a staff member. Please be assured that your answers will be treated with strict confidence. Read each item carefully and mark YES or NO to any medical problem experienced in the last year. If you answer YES to any of these questions, please explain at the bottom of the next page.

1. Has your doctor ever said that you have a heart condition and that you should only do physical activity recommended by a doctor?	Yes	No
2. Do you feel pain in your chest when you engage in physical activity?	Yes	No
3. In the past month, have you had chest pain when not engaging in physical activity?	Yes	No
4. Do you lose your balance because of dizziness or do you ever lose consciousness?	Yes	No
5. Do you have a bone or joint problem that could be made worse by changing your physical activity level?	Yes	No
6. Is your doctor currently prescribing any drugs for your blood pressure or heart condition?	Yes	No
7. Do you know of any other reason why you should not do physical activity?	Yes	No
8. Are you 65 years or older, and not accustomed to vigorous exercise?	Yes	No
9. Do you have diabetes?	Yes	No
10. Are you taking medication that might alter your response to exercise?	Yes	No
11. For women: Are you pregnant?	Yes	No
12. Rate yourself on a scale of 1-5 (1 indicating poor; 5 indicating the best)		
Characterize your current cardiovascular capacity		
Characterize your current muscular capacity		
Characterize your current flexibility capacity		
Characterize your current diet and nutrition		
13. What other physical activity, exercise, sport or recreational activities have you participated in rece	ently?	
14. How many classes/sessions would you like to attend per week?  1 2 3 4 5 5+		

# -crossfit-

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15. Rar	nk your goals fro	om exercise using 1-10 s	scale (1=not important and	10=very important).
	Improve card	diovascular fitness		
	Lose weight			
	Gain muscle			
Improve performance in another sport Improve flexibility Increase strength		rt		
		<del></del>		
	Increase energy level			
	Train to com	pete in CrossFit		
16. Ple	ase check which	n areas you have additio	nal interest improving in:	
o N	utrition o	o Mobility	o Balance	o Muscular endurance
Fle	xibility o	o Speed o	o Agility	o Coordination
Pov	wer	Stamina	o Muscular strength	o Cardiovascular conditioning
l <u>,                                    </u>	print name		t this information is comple	ete and accurate to the best of my knowledge  Date:
				Date.
		der the age of 18		Date:
Jigila	tule of Falel	it of Guardian		Date



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## **Client Bill of Rights**

You are at the center of what we do. Your experience at CrossFit Ignis is very important to us. To keep things simple for you, we ask that you agree to these simple terms and conditions of service:

### At CrossFit Ignis, we promise to:

- 1. Always be on time for our appointment with you.
- 2. Be prepared with a training plan for the session.
- 3. Alter workouts as required.
- 4. Make you the center of our attention during your session.
- 5. Write exercise and nutrition plans to fit your long-term progression.
- 6. Behave in a professional manner.
- 7. Explain WHY any given exercise or cognitive task is relevant to you.
- 8. Correctly invoice and give receipts, or make corrections immediately.
- 9. Return your phone call or email at the first available opportunity.
- 10. Provide you with a safe, clean space to train.
- 11. Treat every client the same with regard to pricing, scheduling, and answering questions.
- 12. Stay on top of relevant research that will help you achieve your goals.
- 13. Provide 'homework' as necessary.
- 14. Collaborate with other healthcare professionals as required on your behalf.
- 15. Be as flexible as possible in accommodating your schedule.
- 16. Maintain the strictest confidentiality.
- 17. Hold your lost items for two weeks before donating them to an appropriate charity.
- 18. Maintain an appropriate client portfolio and healthcare records.

### In return, we ask that you:

Follow our House Rules listed below. (Your copy to keep and hang on the fridge next to your kids' artwork!)



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# **HOUSE RULES**

- 1. **Don't be late. If you're on time**, you're late. Plan to be early to class in order to sign-in, look over the WOD, and warm-up prior to starting. A good rule of thumb is to be at the box 10 minutes prior to go time. Cancel or change appointment times, if you must, before 5am on the day of the appointment.
- 2. **Our equipment was expensive** please treat it as such. Dropping weight should be done as a last resort for safety, not to show off or to make your life easier. If you're in control of the weight (and you should be), then you shouldn't have to drop it very often. There's absolutely no excuse for dropping (or even worse... slinging) a dumbbell, kettlebell, water can, or slosh pipe.
- 3. **Leave your ego at home**. You know the CrossFit mantra, "Our warm-up is your workout"? It works both ways. Someone, somewhere is warming-up with your PR.
- 4. **Your mother does not work here**. Clean up your stuff. We have equipment racks. Use them. Don't leave your stuff lying on the floor. If you sweat, bleed, or puke, it's your responsibility to clean it up. We want everyone to have an enjoyable experience at Ignis and to take ownership, responsibility, and pride in the box.
- 5. **We can't fix it if we don't know**. Bring things to our attention that need fixed or don't work to improve your CrossFit experience.
- 6. **Work hard. Put forth an effort**. Don't half-ass a WOD when you know you can perform better just to boost your score or reps. Go heavy when you can but always use proper form. Jump higher. Run faster. Remove "I can't" from your vocabulary. You can and you will.
- 7. **Play hard. Leave any kind of sour attitude at the door**. Have fun, push yourself out of your comfort zone, and cheer on your comrades.
- 8. **Do not cheat**. You're an adult and you should be able to count. If you can't, get a counter. No one cares what your time was or how many reps you got. We're all just happy that you're here and pushing yourself. However, everyone cares if you cheated...even if it was just one rep.
- 9. **Let the coaches coach**. They're certified, trained, and professional. Don't give unsolicited advice. If you want to coach, get certified.
- 10. **Listen to your body**. Tell your coach immediately if you're feeling dizzy, lightheaded, or nauseous. We can help.
- 11. **Track your progress.** Record your WOD and/or lift results into the Wodify system as soon as possible. How will you ever know you're getting better if you don't? You can't manage what you don't measure!
- 12. Be consistent.