



7474 Columbia Blv  
Berwick, Pa 18603

### Personal Information

Name: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone # (\_\_\_\_)\_\_\_\_-\_\_\_\_\_

Email:

In case of emergency, I would like CrossFit BERWICK to call:

Phone# (\_\_\_\_)\_\_\_\_-\_\_\_\_\_

Work phone # (\_\_\_\_)\_\_\_\_-\_\_\_\_\_

This person is my: (parent, friend, spouse, etc.):

And now, the legal stuff. Please read this! It contains some important educational and legal information.

### Waiver and Release of Liability Agreement

#### 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 improper use or attempts to use equipment, injury or death due to negligence on the part of myself, any training partner(s) and other participants.

*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 rhabdomyolysis. 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 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 training with CrossFit BERWICK either at the gym (2314 W Front St, Berwick, Pa 18603) or other locations.

**I, the undersigned, acknowledge that I have no physical impairments or illnesses that I know of that will endanger myself or others.**

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

## **FIRST AID: MINORS**

If I am signing on behalf of a minor child, I also give full permission for any person connected with CrossFit BERWICK 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.

## **SUPERVISION OF CHILDREN**

CrossFit BERWICK does not provide child care for members. If any member brings a child, the member is responsible for the child and any injury that may occur to them. Children must stay in the lobby area during any classes. CrossFit BERWICK, their principals, agents, employees, and volunteers do not take any responsibility for any child brought to class and or any other location that class takes place at.

## **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 BERWICK, 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.

## **MEMBERSHIP/MONTHLY PAYMENTS**

CrossFIT BERWICK operates on a monthly, non-roll over basis. Payments are to be made on or before the first (1<sup>st</sup>) of each month. If you choose to participate in automatic withdrawal, payments will be withdrawn on the first (1<sup>st</sup>) of each month. Memberships paid for in cash, require an initial payment of three (3) month. Each monthly payment will apply to the current month in which payment is received and shall not be applied or rolled over to any subsequent month.

## **MEMBERSHIP FEE**

CrossFIT BERWICK reserves the right to change the membership fees upon providing fifteen (15) days' notice to the existing members by posting said notice of fee changes on the bulletin board in the lobby of the gym.

## **CANCELATION**

If you wish to stop training, a one (1) week notice, prior to the subsequent month is required.

## **PHOTO/VIDEO RELEASE**

I hereby grant CrossFit BERWICK permission to use my photograph/video image in any and all publications for CrossFit or CrossFit BERWICK, including web site entries, without payment or any other

consideration in perpetuity. I hereby authorize CrossFit BERWICK 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 photograph or video images.

**RELEASE**

In consideration of the above mentioned risks and hazards, I, the undersigned hereby release CrossFit and CrossFit BERWICK, their principals, agents, employees, and volunteers from all claims, demands, liability, and causes of action, including but not limited to any communicable diseases, which I, my heirs, representatives, executors, administrators, or any other persons acting on my 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 effect of this release.

**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**

\_\_\_\_\_

**Parent or Guardian(if 18 and under):**

\_\_\_\_\_

**Date:**