



ADDITIONAL TERMS AND PROVISIONS

RELEASE OF LIABILITY

CLIENT'S ACKNOWLEDGEMENT AND ASSUMPTION OF RISK AND FULL RELEASE FROM LIABILITY OF CROSSFIT CHAMPAIGN URBANA: CLIENT ACKNOWLEDGES THAT THE PERSONAL TRAINING/NUTRITIONAL SERVICE PROGRAMS PURCHASED HEREUNDER INCLUDES PARTICIPATION IN STRENUOUS PHYSICAL ACTIVITIES, INCLUDING, BUT NOT LIMITED TO, RUNNING, WEIGHT TRAINING, GYMNASTIC MOVEMENTS, VARIOUS AEROBIC CONDITIONING MACHINERY AND VARIOUS NUTRITIONAL PROGRAMS OFFERED BY CROSSFIT CHAMPAIGN URBANA (THE "PHYSICAL ACTIVITIES"). CLIENT ACKNOWLEDGES THESE PHYSICAL ACTIVITIES INVOLVE THE INHERENT RISK OF PHYSICAL INJURIES OR OTHER DAMAGES, INCLUDING, BUT NOT LIMITED TO, HEART ATTACKS, MUSCLE STRAINS, PULLS OR TEARS, BROKEN BONES, SHIN SPLINTS, HEAT EXHAUSTION, KNEE/LOWER BACK/FOOT INJURIES AND ANY OTHER ILLNESS, SORENESS, OR INJURY, HOWEVER CAUSED, OCCURRING DURING OR AFTER CLIENT'S PARTICIPATION IN THE PHYSICAL ACTIVITIES. CLIENT FURTHER ACKNOWLEDGES THAT SUCH RISKS INCLUDE, BUT ARE NOT LIMITED TO, INJURIES CAUSED BY THE NEGLIGENCE OF AN INSTRUCTOR OR OTHER PERSON, DEFECTIVE OR IMPROPERLY USED EQUIPMENT, OVER-EXERTION OF A CLIENT, SLIP AND FALL BY CLIENT, OR AN UNKNOWN HEALTH PROBLEM OF CLIENT.

CLIENT AGREES TO ASSUME ALL RISK AND RESPONSIBILITY ARISING FROM PARTICIPATION IN THE PHYSICAL ACTIVITIES. CLIENT AFFIRMS THAT CLIENT IS IN GOOD PHYSICAL CONDITION AND DOES NOT SUFFER FROM ANY DISABILITY THAT WOULD PREVENT OR LIMIT PARTICIPATION IN THE PHYSICAL ACTIVITIES. CLIENT ACKNOWLEDGES PARTICIPATION WILL BE PHYSICALLY AND MENTALLY CHALLENGING, AND CLIENT AGREES THAT IT IS THE RESPONSIBILITY OF CLIENT TO SEEK COMPETENT MEDICAL ADVICE REGARDING ANY CONCERNS OR QUESTIONS CONCERNING THE ABILITY OF CLIENT TO TAKE PART IN CROSSFIT CHAMPAIGN URBANA PHYSICAL ACTIVITIES. BY SIGNING THIS AGREEMENT, CLIENT AFFIRMS THAT HE OR SHE IS CAPABLE OF PARTICIPATING IN THE PHYSICAL ACTIVITIES. CLIENT AGREES TO ASSUME ALL RISK AND RESPONSIBILITIES FOR EXCEEDING HIS OR HER PHYSICAL LIMITS.

CLIENT, ON BEHALF OF CLIENT, HIS OR HER HEIRS, ASSIGNS AND NEXT OF KIN, WAIVES ANY CLAIMS AGAINST AND RELEASES CROSSFIT CHAMPAIGN URBANA (AS WELL AS ANY OF ITS OWNERS, EMPLOYEES, OR OTHER AUTHORIZED AGENTS, INCLUDING INDEPENDENT CONTRACTORS) FROM ANY AND ALL LIABILITY, CLAIMS AND/OR CAUSES OF ACTION THAT CLIENT MAY HAVE FOR INJURIES OR OTHER DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO PUNITIVE DAMAGES, ARISING OUT OF PARTICIPATION IN CROSSFIT CHAMPAIGN URBANA ACTIVITIES, INCLUDING, BUT NOT LIMITED TO THE PERSONAL TRAINING/NUTRITIONAL PROGRAMS AND THE PHYSICAL ACTIVITIES.

FITNESS PROGRAM MEMBERSHIP AGREEMENT SERVICES. The service being requested is for coaching designed to progress you toward AUTHENTIC FITNESS. The agreement is for coaching services over a specific period of time during which the student is eligible to partake in any and all activities in accordance with their membership package. This is NOT an agreement for a specific number of classes, seminars, or coaching lessons during the agreed upon period.

REFUNDS: No refunds shall be made for services purchased, except as specifically provided in the Agreement.

PAYMENT & BILLING: Client has two options for payment: (1) Payment in full may be made for all services, or (2) Monthly payment by EFT per the guidelines on page one of the Agreement. The date the Agreement is signed shall be the billing date for the Client. Each month on this date, the monthly payment is charged to the Client's credit card, or deducted from the Client's account.

CLIENT'S RIGHT TO CANCEL: The Client may not terminate or cancel the Agreement except as follows: (1) If by reason of death or disability, Client is unable to receive all CrossFit Champaign Urbana services for which Client has contracted, Client and Client's estate shall be relieved from the obligation of making payment for services other than those received or obligated prior to death or the onset of disability (subject to signed doctor's note regarding the nature of the disability); and (2) In the event the Client moves further than 45 miles from CrossFit Champaign Urbana, Client may terminate this agreement by supplying proof of new residence. If client has prepaid any sum for services, so much of such sum as is allocatable to services client has not taken shall be refunded.

CLIENT'S RIGHT TO HOLD: The Client may, for periods of three weeks or longer, "put on hold" the Agreement. "Hold" indicates a hold in the membership, NOT in the Payment & Billing. Billing continues through the hold period, and the hold dates get added to the end of the Agreement. The request to place the Agreement on hold must be submitted prior to the hold dates (no retroactive holds) and must include an end date (or return date) with the following exceptions: Client is injured or sick, or Client is pregnant and/or has had a baby. In both cases the return date will be mutually determined based on the recovery and recuperation of the Client.

CLIENT'S DEFAULT: Client shall be deemed in default of this Agreement upon the failure to comply with any of the terms and conditions of the Agreement, including, but not limited to, the obligation to make any payment as and when due. Upon default, CrossFit Champaign Urbana shall have all rights and remedies available, including termination of this Agreement and institution of an action for all applicable damages. If CrossFit Champaign Urbana delays or refrains from exercising any rights under this Agreement, CrossFit Champaign Urbana does not waive, nor will CrossFit Champaign Urbana lose those rights. If CrossFit Champaign Urbana accepts late or partial payments from the buyer, CrossFit Champaign Urbana does not waive the right to receive full and timely payments and other charges due under this Agreement.

SUCCESSORS AND ASSIGNS: Client agrees that all terms and conditions of this Agreement shall be binding upon the heirs, Personal Representatives, lawful successors, and assigns of Client, and anyone claiming by or through Client.

ENFORCEABILITY: The parties agree that if any provision or portion of this Agreement is declared void and unenforceable, such provision or portion of a provision shall be deemed severed from this Agreement, which shall otherwise remain in full force and effect. However, Client specifically agrees all the terms and conditions are to be enforced and Client specifically waives any statute or other right of any type, which would invalidate the enforceability of any provision or portion of a provision of this Agreement.

GOVERNING LAW: This Agreement shall be governed and enforced in accordance with the laws of the State of Illinois. In the event litigation is necessary to enforce any of the terms and conditions of this Agreement, CrossFit Champaign Urbana and Client agree that the venue for such action shall exclusively be Champaign County, Illinois.

ATTORNEY FEES: In the event either party finds it necessary to commence litigation or other court action to enforce the terms and conditions of this Agreement, the prevailing party in such litigation or court action shall be entitled to receive their actual attorney's fees incurred, together with court costs, and other charges from the other party as a part of any ruling or judgment.

READ, UNDERSTOOD & AGREED TO: x _____



Circle	Guest / Visitor
Date:	
Time:	
Paid:	

Physical Activity Readiness Questionnaire / Waiver (Please Print)

Name: _____ Birth Date: _____

Address: _____ City: _____ State _____ Zip: _____

Home Phone #: _____ Cell Phone #: _____

Email: _____ How did you hear about us? _____

Emergency Contact: _____ Emergency Phone: _____

Physical Activity Readiness Questionnaire

- 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**
If YES, Explain:
- Do you feel pain in your chest when you do physical activity? **YES / NO**
If YES, Explain:
- In the past month, have you had chest pain when you were not doing physical activity? **YES / NO**
If YES, Explain:
- Do you lose your balance because of dizziness or do you ever lose consciousness? **YES / NO**
If YES, Explain:
- Do you have a bone or joint problem (for example, neck, shoulder, back, knee or hip) that could be made worse by a change in your physical activity? **YES / NO**
If YES, Explain:
- Is your doctor currently prescribing drugs (for example, water pills) for your blood pressure, cholesterol or heart condition? **YES / NO**
If YES, Explain:
- Do you know of any other reason why you should not do physical activity? **YES / NO**
If YES, Explain:

Informed Consent / Assumption of Risk:

I, _____, am aware that there are significant risks involved in all aspects of physical training. I understand that the reaction of the heart, lungs and vascular system to exercise cannot always be predicted with accuracy. I understand that there is a risk of certain abnormal changes occurring during or following exercise which may include abnormalities of blood pressure or heart rate; chest, arm or leg discomfort; transient light-headedness or fainting; and in rare instances, heart attack, stroke or even death. 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 understand that the programs and classes offered by CrossFit Champaign Urbana are of a nature and kind that are extremely strenuous and can/may push me to the limits of my physical abilities. 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. I am aware that any of these above mentioned risks may result in serious injury or death to myself and or my partner(s).

x

(OVER)



Circle	Guest / Visitor
Date:	
Time:	
Paid:	

PAR-Q & Informed Consent / Waiver

I willingly assume full responsibility for any and all risks that I am exposing myself to as a result of my participation in CrossFit Champaign Urbana 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 Champaign Urbana. With my full understanding of the above information, I agree to assume any and all risk associated with my participation in CrossFit Champaign Urbana programs/classes. x

By signing this document, I acknowledge that I have voluntarily chosen to participate in a program of progressive, physical exercise. By signing this document, I acknowledge being informed of the strenuous nature of the program and the potential for unusual, but possible, physiological results including, but not limited to, abnormal blood pressure, rhabdomyolysis, fainting, heart attack, or death. By signing this document, I assume all risk for my health and well-being and hold CrossFit Champaign Urbana, as well as its owners, employees, and other authorized agents including independent contractors, harmless there from. I understand that questions about exercise procedure and recommendations are encouraged and welcome. x

Waiver and Release:

I fully understand that my personal exercise program may be strenuous and I choose to participate voluntarily. I accept all responsibility for my health and any results, injury or mishaps that may affect my well-being or health in any way. I waive any claims, demands, causes of action or any claims for relief whatsoever against, and release CrossFit Champaign Urbana (as well as any of its owners, employees, or other authorized agents, including independent contractors) from any and all liability, claims and/or causes of action that I may have for injuries or other damages, arising out of participation in CrossFit Champaign Urbana activities, including, but not limited to the personal training / nutritional programs and programs/classes. x

Photo/Video Release: I hereby grant CrossFit Champaign Urbana permission to use my photograph/video image in any and all publications for CrossFit or CrossFit Champaign Urbana, including web site entries, without payment or any other consideration in perpetuity. I hereby authorize CrossFit Champaign Urbana to record, edit, alter, copy, exhibit, publish or distribute collectively, "Use" 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. I hereby hold harmless and release and forever discharge CrossFit Champaign Urbana 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 such Use or this authorization. x

Indemnification: I recognize that there is risk involved in the types of activities offered by CrossFit Champaign Urbana. Therefore I accept financial responsibility for any injury that I may cause either to myself or to any other person due to my negligent or intentional act or omission. 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 Champaign Urbana, 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, for which I am solely responsible, or my portion of such liability in the event of shared responsibility for the negligent or intentional act or omission, while participating in activities offered by CrossFit Champaign Urbana. x

I have fully read and fully understand 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.

I have carefully read this Agreement and fully understand its contents. I am aware that this is a release and waiver of liability and sign it knowingly, voluntarily, and of my own free will.

Participant's Signature Participant's Name (printed) Date
(Guardian's signature if Participant is under 18)