

This agreement represents the complete understanding between CrossFit YOW, owned and operated by Lucan Development Professionals Incorporated ("LDP Inc."), and "The Client" (Print Name:________).

CrossFit YOW Financial & Membership Policies

- 1. Monthly Membership, punch cards, and single sessions are non-refundable.
- 2. If the Client does not use his or her allotted sessions each week, those sessions will not be carried forward as unused sessions for the following week.
- 3. Those members purchasing 20-session passes, or a variation of this package, acknowledge and are aware that unused sessions expire six (6) months from purchase date. No refunds will be given for this purchase.
- 4. Should the Client provide less than 6 hours notice for not attending a reserved session, the reserved session will **count as though the client had attended** no exceptions.
- 5. The client understands that he/she is on a month-to-month auto-renew membership including Flight School (New members will be automatically auto-renewed into a 3x Week Membership after Flight School). Memberships can be cancelled at anytime 48 hours prior to the auto-renewal of one's membership.
- 6. New Members who have complete Flight School, <u>must be a monthly member for a period of 4 months</u> after completing Flight School prior to purchasing a 20-session pass.
- 7. There is no pauses or holds on any memberships within the month of use. Again, memberships are on a month-to-month basis and client can cancel the auto-renew membership anytime 48 hours prior to the auto-renewal of one's membership no questions asked.

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CrossFit YOW Health and Safety Policies

- 1. If the Client experiences discomfort, anxiety, nausea, or pain any time during a session, the Client agrees to immediately discontinue the activity and advise CrossFit YOW staff. The Client is not required to perform any exercise unless he/she wishes to, and has the right at all times to refuse participation in any activity and/or session. The Client is obligated to advise CrossFit YOW staff of any changes in the Client's condition, which could impact the Client's ability to participate in physical activity.
- 2. If there are changes to the Client's health history, or any soreness that wouldn't be associated with an exercise program, the Client will let CrossFit YOW staff know immediately.
- 3. The Client acknowledges that CrossFit YOW HIGHLY recommends that all of its clients always eat a small meal a few hours before any CrossFit YOW session and that they drink plenty of water throughout the day.
- 4. The Client acknowledges that he/she has no physical impairments, injuries, or illnesses that will

endanger himself/herself and/or others at CrossFit YOW.

Initials:
Photography/Video Release
Participants involved in any activities offered by CrossFit YOW may be photographed or videotaped during training by staff members, trainers or other authorized individuals. The Client hereby consents to the use of these photographs and/or videos without compensation, on the CrossFit YOW website, CrossFit YOW Facebook page, CrossFit YOW Twitter, CrossFit YOW Instagram site or in any editorial, promotional, or advertising material produced and/or published by CrossFit YOW.
Initials:
Release
The Client is aware that there are risks associated with participating in fitness activities and exercise. The Client's participating is completely voluntary and the Client freely accept and fully assume all responsibility for all risks and possibilities of injury, death, property damage, or loss to yourself and any other person as a result of your participation in fitness activities or any activities at CrossFit YOW and LDP Inc. This agreement shall be binding upon 'The Client', his/her successors, representatives, heirs, next of kin, administrators, executors, assignees, and/or transferees and the client agrees that: 1. The Client will waive all claims, known or unknown, that the Client has or may have in the future against CrossFit YOW and LDP Inc., including the owners, employees, their principals, agents, 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 the client's participation in activities offered by CrossFit YOW and LDP Inc., including those allegedly attributed to the negligent acts or omissions of CrossFit YOW and LDP Inc. 2. CrossFit YOW and LDP Inc. are not responsible for any damage to, loss, or theft of the Client's property. 3. To release and forever discharge CrossFit YOW and LDP Inc. for any personal injury, death, property damage, and loss resulting from the client's participation in fitness activities or any activities, due to any cause but not limited to negligence, breach of any duty imposed by law, breach of contract or mistake in error of judgment on the part of CrossFit YOW and LDP Inc. 4. Any recommendation for changes in diet including the use of food supplements and vitamins are entirely the Client's responsibility and the Client should consult a physician prior to undergoing any dietary or food supplement changes. 5. This release of liability will survive any termination or cancellation of this Waiver, the Client's membership or participation in any CrossFit YOW program
Initials:

Participation of Minors

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

Initials:
Indemnification
The Client agrees to be liable for and hold harmless CrossFit YOW and LDP Inc. from all actions, proceedings, claims, damages, cost demands, including court costs on a solicitor and own client basis, and liabilities of whatsoever nature or kind arising out of or in any way connected with the client's participation in any activities related to CrossFit YOW and LDP Inc. The Client recognizes that there is risk involved in the types of activities offered by CrossFit YOW and LDP Inc. Therefore, the Client accepts financial responsibility for any injury that the Client 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 legal fees and costs to enforce this agreement, the Client agrees to reimburse them for such fees and costs. The Client further agrees to indemnify and hold harmless CrossFit YOW and LDP Inc., 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 the Client's negligent or intentional act or omission while participating in activities offered by CrossFit YOW, 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 YOW. Initials: If any portion of this agreement is deemed to be invalid in a court of law, the client agrees that the
remainder of the agreement shall remain in full legal force and effect. The client has read and understood the foregoing assumption of risk, and release of liability and understands that by signing this agreement it obligates the client to indemnify the parties named for any liability for injury or death of any person and damage to property caused by the client's negligent or intentional act or omission.
*Please consult your physician prior to starting an exercise program.
Client Name:
Client Signature:
Date (DD/MM/YY) :
Reviewed By (Print Name):
Signature:
Date (DD/MM/YY) :

CLIENT INFORMATION

First Name:		Last Name:		
Phone Number				
E-Mail Address	S:			
Emergency Co	ntact Information			
Name of Conta	ct:		Relationship	p to Contact:
Phone Number	of Contact:			
Health Profile				
DOB (DD/MM	//YY):			
Height:		Current We	ight:	
	ly participate in physical activity do yo		YES	NO
How many day	s per week are you pl	ysically activ	re:	
1 2	3	4	5	6+

Medical History

Heart Related Issues:
Muscle Related Issues:
Bone or Joint Issues:
High Blood Pressure: Yes No
Current Medications:
Is there anything relevant to your medical history that YOU believe would interfere with exercising?