



## Confidential Medical Waiver

Name \_\_\_\_\_  
Address \_\_\_\_\_ City \_\_\_\_\_ State/Zip \_\_\_\_\_  
Home Phone # \_\_\_\_\_ Cell Phone # \_\_\_\_\_  
Date of Birth \_\_\_\_\_  
Email \_\_\_\_\_  
Emergency Contact \_\_\_\_\_  
Emergency Phone \_\_\_\_\_

**CrossFit Bluefield** recommends that you clear your participation in any exercise program with your physician

## HEALTH ASSESSMENT (circle appropriate answer)

Have you ever had any form of heart disease? Yes/No  
Have you ever experienced shortness of breath or chest pains? Yes/No  
Date of last full physical: \_\_\_\_\_  
*Do you have or do any of the following pertain to your health? If yes please explain:*  
High Blood Pressure? Yes/No Levels \_\_\_\_\_  
Cigarette Smoking? Yes/No  
Diabetes? Yes/No Types \_\_\_\_\_  
Family History of Heart Disease? Yes/No Who/Age \_\_\_\_\_  
Do you work out at least three times per week? Yes/No  
Are you currently taking any medication? Yes/No Explain \_\_\_\_\_  
*Do you have problems in the following areas? (Circle if applicable)*  
Knees | Lower Back | Neck/Shoulders | Hip/Pelvis | Any Other Explain \_\_\_\_\_  
Is there any reason you know of that you should not participate in exercise? Yes/No Explain \_\_\_\_\_  
Were you referred to CrossFit Bluefield by someone? If so, please list their name(s): \_\_\_\_\_

## INFORMED CONSENT/ASSUMPTION OF RISK

I, \_\_\_\_\_ agree to participate in one or more physical fitness program(s)/class(es) sponsored by CrossFit Bluefield which may include, but not necessarily be limited to Crossfit Training, Starting Strength Training, One-on-one personal training, and/or training of any kind by any affiliate, subsidiary, or partnership of CrossFit Bluefield. CrossFit Bluefield made me fully aware that the fitness programs/classes which CrossFit Bluefield offers and in which I desire to participate are of a nature and kind that are extremely strenuous and can/may push me to the limits of my physical abilities. I the undersigned recognize and understand that the programs/classes are not without varying degrees of risk which may include, but are not limited to the following:

Injury to the musculoskeletal and/or cardio respiratory systems 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, or injury or death due to a medical condition, whether known or unknown by me. I am aware that any of these above mentioned risks may result in serious injury or death to myself and or my partner(s). **Initials:** \_\_\_\_\_

I willingly assume full responsibility for any and all risks that I am exposing myself to as a result of my participation in CrossFit Bluefield 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 Bluefield. CrossFit Bluefield informed me that there exists the possibility of adverse physical changes during an exercise program, and I fully understand the same. CrossFit Bluefield informed me that these changes could include abnormal blood pressure, fainting, disorder of heart rhythm, stroke, and in very rare instances, heart attack or even death, and I fully understand the same. With my full understanding of the above information, I agree to assume any and all risk associated with my participation in CrossFit Bluefield fitness programs/classes. **Initials:** \_\_\_\_\_



Release:

In full consideration of the above mentioned risks and hazards and in full consideration of the fact that I am willingly and voluntarily participating in the activities made available by CrossFit Bluefield, and with my full understanding of all of the above, I hereby waive, release, remise, and discharge CrossFit Bluefield and its agents, officers, principals and employees, and volunteers, of any and all liability, claims, demands, actions, or rights of action, or damages of any kind related to, arising from, or in any way connected with, my participation in CrossFit Bluefield fitness programs/classes, 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 Bluefield 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:** I recognize that there is risk involved in the types of activities offered by CrossFit Bluefield. Therefore I accept financial responsibility for any injury that I or 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 Bluefield, 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 Bluefield. Initials: \_\_\_\_\_

**Use of picture(s)/film/likeness:** I agree to allow CrossFit Bluefield, its agents, officers, principals, employees, and volunteers the picture(s), film, and/or likeness of me for advertising purposes. In the event I choose not to allow the use of the same for said purpose, I agree that I must inform CrossFit Bluefield of this in writing.

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

**Agreement not to compete:** I agree not to compete with CrossFit Bluefield by owning another fitness facility of any type, or performing personal training as a private contractor for any business or individual, for a period of two years after concluding training at CrossFit Bluefield, unless given written consent by CrossFit Bluefield to do so. I also agree not to solicit any members of CrossFit Bluefield to train at another fitness facility or with other personal trainers, with the exception of CrossFit Bluefield members whom I personally referred to CrossFit Bluefield. For example, if person A invited person B, then person B invited person C, then person A may choose to invite person B to train at another facility or with another trainer, but person A cannot do so for person C. The method that shall be used for determining referrals is by looking at each individuals' medical waiver, on the first page, under the line "Were you referred to CrossFit Bluefield by someone? If so, please list their name". Only the person(s) listed on that line may solicit that individual to train elsewhere.

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

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.

\_\_\_\_\_

Participant's Name (please sign)

\_\_\_\_\_

Date

\_\_\_\_\_

Legal Guardian (please sign)

\_\_\_\_\_

Date