

New Client Intake Form and Release of Liability



Name: _____
Address: _____ City: _____ State: _____ Zip: _____
Phone _____ Email _____ Birthdate: _____
Emergency contact _____ Emergency Phone _____
How did you hear about Agoge (please be specific): _____

Do you have or have you ever had (if yes, add details):

- Heart condition or disease? **Y/N** Details: _____
- Back, knee or shoulder pain? **Y/N** Details: _____
- Recent broken bone or joint injury? **Y/N** Details: _____
- Exercise-induced chest pain, asthma or headaches? **Y/N** Details: _____
- Epilepsy, seizures, lost consciousness, or fallen due to dizziness? **Y/N** Details: _____
- Been told by a physician to avoid or limit certain types of exercise? **Y/N** Details: _____
- For women: Are you pregnant? **Y/N** Details: _____
- Any other illness, health condition or concerns? **Y/N** Details: _____

Do you take any medications? **Y/N** If yes, for what conditions? _____

Do you exercise regularly now? **Y/N**

RELEASE OF LIABILITY AND ASSUMPTION OF RISK

The undersigned (referred to as "I" or "me") desires to participate in CrossFit physical training exercises and other activities ("Exercise") sponsored by or provided by CrossFit North Inc., d/b/a Agoge CrossFit Woodinville, a Washington corporation ("Agoge" or the "Company"). As lawful consideration for being permitted by the Company to participate in the Activity, I agree to all the terms and conditions set forth in this agreement (this "Agreement").

ASSUMPTION OF RISK: I AM AWARE AND UNDERSTAND THAT ANY PHYSICAL TRAINING REGIMEN IS DANGEROUS AND INVOLVES SIGNIFICANT RISKS THAT COULD INCLUDE PROPERTY DAMAGE, SERIOUS INJURY OR EVEN DEATH. I ACKNOWLEDGE THAT ANY INJURIES THAT I SUSTAIN MAY BE COMPOUNDED BY NEGLIGENT EMERGENCY RESPONSE OR RESCUE OPERATIONS OF THE COMPANY. I ACKNOWLEDGE THAT I AM VOLUNTARILY PARTICIPATING IN EXERCISE WITH KNOWLEDGE OF THE DANGER INVOLVED AND HEREBY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY, DEATH OR PROPERTY DAMAGE, WHETHER CAUSED BY THE NEGLIGENCE OF AGOGE OR OTHERWISE. I acknowledge that it is my responsibility to consult with my physician regarding whether I am medically fit to engage in Exercise. I agree to notify Agoge staff of any changes in my health status that could affect me during exercise, including (but not limited to): pregnancy, injury, surgery, new medications, etc. I agree to use good judgment to self-limit my exertion during Exercise, and to terminate any physical activity immediately if it exceeds my personal limitations, regardless of whether it exceeds the activity level recommended by Agoge staff or my physician. I understand that excessive work can result (in rare cases) in rhabdomyolysis (excessive breakdown of muscle tissue which can cause kidney failure), signs of which may include muscles that are extremely painful, tender, weak or swollen; nausea or vomiting; and/or darkened urine in the days following a particularly intense workout. I understand that other risks include (but are not limited to) serious injury or death to myself and/or other people around me due to: slipping or falling, improper use or failure of equipment, lifting weights that are too heavy for me or lifting with improper technique, and negligence by me or by other people around me. **Injury may also result simply from the fact of physical training itself** which, by its very nature, involves me pushing beyond my limits in order to produce a physical adaptation by my body. I acknowledge that Agoge staff are and have been available to answer questions about the nature of Agoge's activities and risks associated with them. However, I understand that the presence of Agoge staff during these activities is absolutely no assurance of my safety or the reduction of these risks.

CONTINUED ON REVERSE SIDE

Children: I acknowledge that Agoge does not offer child supervision and does not employ, train or endorse any sitter at its facility. I retain sole responsibility for the safety and supervision of any children that I bring, and understand that children are not allowed to use gym equipment at any time (unless part of a special kids class) and may not be on the exercise floor when class is in session. If these rules are violated, I assume full responsibility for any injury that may result.

Release of Liability: I hereby expressly waive and release any and all claims, now known or hereafter known in any jurisdiction throughout the world, against Agoge and its officers, directors, employees, agents, affiliates, members, successors and assigns, and against CrossFit, Inc., a Delaware corporation with its principal place of business at 1250 Connecticut Ave. N.W., Suite 200, Washington D.C. 20036 ("CrossFit") and its officers, directors, employees, agents, affiliates, shareholders, successors and assigns (collectively, the "Releasees"), on account of injury, death or property damage arising out of or attributable to the Exercise or otherwise in any way connected with my interaction with Agoge, whether arising out of the negligence of Agoge or CrossFit or any Releasees or otherwise. I covenant not to make or bring any such claim against Agoge or CrossFit or any other Releasee, and forever release and discharge Agoge and CrossFit and all other Releasees from liability under such claims.

First Aid: In case of injury or illness, I give full permission for anyone connected with Agoge to administer first aid to me (or to my minor child, if I am signing on their behalf) and, if in the sole determination of Agoge it is deemed necessary, to call for the assistance of emergency medical personnel.

Indemnification: I recognize there is risk involved in the Exercise offered by Agoge, and accept financial responsibility for any injury or death suffered by myself, my unborn child (if pregnant), and for any injury or death of another participant due to my negligence. I further agree to defend, indemnify and hold harmless Agoge, CrossFit and all other Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorney fees, fees and the costs of enforcing any right to indemnification under this Agreement and the cost of pursuing claims against any insurance providers, arising out of or resulting from my negligent or intentional act or omission while using Agoge facilities, amenities, services or equipment, or participating in any Agoge-related activities, or any claim of a third party related to my participation in the Exercise. I hereby represent and warrant to Agoge, CrossFit and all other Releasees that I have adequate insurance or other means to address any medical needs that may arise in the event of injury, and such insurance policy or policies will waive all rights of subrogation against Agoge, CrossFit and all other Releasees.

General Provisions: This Agreement shall bind me, my successors, representatives, heirs, executors, assigns or transferees and shall inure to the benefit of Agoge, CrossFit and their respective successors and assigns. If any portion of this Agreement is held invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement and the remainder of the Agreement shall remain in full legal force and effect. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Washington, without giving effect to any choice or conflict of law provision or rule. Any claim or cause of action arising under this Agreement may be brought only in the federal and state courts located in King County, Washington and I hereby consent to the exclusive jurisdiction of such courts. This agreement cancels and supersedes any prior representations, understandings or agreements between the parties, and may be modified only by a written instrument signed by all parties.

Photo/Video Release: I grant permission in perpetuity to edit and use my photo and video images in any online or printed publications associated with Agoge or CrossFit without payment or any other consideration.

I certify that I am fully capable of participating in strenuous physical activity and have no illness, injury or physical impairment that will endanger me or other people.

I have read, understood and agree to all the foregoing terms, and understand that by signing below I am voluntarily giving up substantial legal rights, including the right to sue Agoge and CrossFit.

SIGNATURE: _____ DATE: _____

If participant is under age 18: I am the parent or legal guardian of the minor named above. I have the legal right to consent to and, by signing below, do hereby consent to the terms and conditions of this Agreement.

Parent/Guardian Name

Parent/Guardian Signature

Date