

MBS CrossFit, LLC

MBS CrossFit, LLC Health Assessment & Liability Waiver

Can you first tell us how you found out about MBS CrossFit?

Friend (Name) _____ Internet search _____ Newspaper _____ Other _____

Participant's Name: _____ Date of Birth: _____

Address: _____ City: _____ State/Zip: _____

Home Phone #: _____ Cell Phone #: _____

Email: _____

Emergency Contact: _____

Emergency Phone: _____

MBS CrossFit, LLC recommends that you clear your participation in any exercise program with your physician.

HEALTH ASSESSMENT

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?

Knees Yes / No Explain: _____

Lower Back Yes / No Explain: _____

Neck/Shoulders Yes / No Explain: _____

Hip/Pelvis Yes / No Explain: _____

Any Other Yes / No Explain: _____

Is there any reason you know of that you should not participate in exercise? Yes / No Explain: _____

INFORMED CONSENT/ASSUMPTION OF RISK

I, _____, agree to participate in one or more physical fitness program(s)/class(es)/competitions sponsored by MBS CrossFit, LLC., which may include, but not necessarily be limited to, CrossFit Training, Olympic Weightlifting, Mixed Martial Arts and/or training of any kind by any affiliate, subsidiary or partnership of MBS CrossFit, LLC and/or Patrick Burke or Janelle Burke (hereinafter collectively referred to as MBS CrossFit). MBS CrossFit made me fully aware that the fitness programs/classes which MBS CrossFit 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: _____

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I willingly assume full responsibility for any and all risks that I am exposing myself to as a result of my participation in MBS CrossFit 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 MBS CrossFit. MBS CrossFit informed me that there exists the possibility of adverse physical changes during an exercise program and I fully understand the same. MBS CrossFit 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 MBS CrossFit 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 MBS CrossFit, and with my full understanding of all of the above, I hereby waive, release, remise and discharge MBS CrossFit 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 MBS CrossFit 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 MBS CrossFit 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 MBS CrossFit. 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 MBS CrossFit, 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 MBS CrossFit.*

Initials: _____

Use of picture(s)/film/likeness: *I agree to allow MBS CrossFit, 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 MBS CrossFit of this in writing.*

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)

_____/_____/_____
Legal Guardian if participant is under 18 (please sign)