

Name _____ Date _____
 Address _____ City _____ State _____ Zip _____
 Home Phone # _____ Cell Phone # _____
 Date of Birth _____ Email _____
 Emergency Contact Phone # _____
 How Did You Hear About Mt. Ogden CrossFit, LLC? _____ Friend/Family/Web Site/Other _____

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

Self-Health Assessment

Have you ever had any form of heart disease?	Yes/No	Explain	
Have you ever experienced shortness of breath or chest pains?	Yes/No	Explain	
Date of last physical			
Do you have or do any of the following pertain to your health?			
If yes please explain	Yes/No		
High Blood Pressure?	Yes/No	Levels	
Cigarette Smoking?	Yes/No		
Diabetes?	Yes/No	Type	
Family History of Heart Disease?	Yes/No	Who/Age	
Do you work out at least three times a week?	Yes/No		
Are you currently taking medication?	Yes/No	Explain	
Do you have any problems in the following areas?			
Knees	Yes/No	Explain	
Lower Back	Yes/No	Explain	
Neck/Shoulder	Yes/No	Explain	
Hip/Pelvis	Yes/No	Explain	
Any Other	Yes/No	Explain	
Is there any other reason you know of that you should not participate in exercise?	Yes/No	Explain	

INFORMED CONSENT/ASSUMPTION OF RISK

_____, agree that the above self health assessment is for me to evaluate my health and to help me consider whether I should consult a physician before engaging in any fitness program and acknowledge Mt. Ogden CrossFit, LLC is not making any evaluation of my health for purposes of recommending participation in a fitness program. I further agree to participate in one or more physical fitness program(s)/class(es) sponsored by Mt. Ogden CrossFit, LLC, which may include, but not limited to Mt. Ogden classes, Mt. Ogden Bootcamp, Mt. Ogden Kids Fitness, and/or training of any kind by any affiliate, subsidiary or partnership of Mt. Ogden CrossFit, LLC and/or any of its employees or owners and (hereinafter collectively referred to as Mt. Ogden CrossFit, LLC). Mt. Ogden CrossFit, LLC has made me fully aware that the fitness programs/classes which 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 abovementioned 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 Mt. Ogden CrossFit, LLC programs/classes and accept full responsibility for any injury or death that may result from participation in an 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 while participation in a fitness program designed by Mt. Ogden CrossFit, LLC. Mt. Ogden CrossFit, LLC informed me that there exists the possibility of adverse physical changes during and exercise program, and I fully understand the same. Mt. Ogden CrossFit, LLC 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 risks associated with my participation in Mt. Ogden CrossFit, LLC 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 Mt. Ogden CrossFit, LLC and with my full understanding of all the above, I hereby waive, release, remise and discharge Mt. Ogden CrossFit, LLC 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 Mt. Ogden CrossFit, LLC 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 Mt. Ogden CrossFit, LLC 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 Mt. Ogden CrossFit, LLC. 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 cost to enforce this agreement, I agree to reimburse them for such fees and costs. I further agree to indemnify and hold harmless Mt. Ogden CrossFit, LLC, 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 Mt. Ogden CrossFit, LLC.

Initials: _____

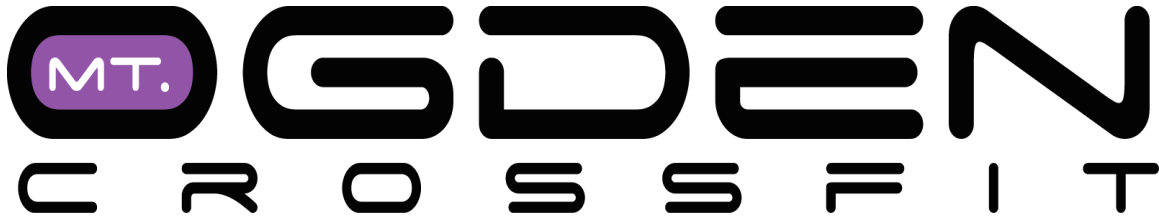
Use of picture(s)/film/likeness: I agree to allow Mt. Ogden CrossFit, LLC, its agents, officers, principals, employees and volunteers the picture(s), film and/or likeness of me for advertising purposes. In the event I choose not to allow the use of the same for said purpose, I agree that I must inform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

Parent's signature if participant is under 18 years old



Membership Service Agreement

Client Information:

Last name	First name	Date of birth	M/F
Street Address	City	State	Zip
Drivers License Number	Business phone	Cell phone	E-mail address

Contract Type: New / Existing

Agreement Duration: _____
 Monthly Price: \$ _____
 Foundations: \$ _____
 Total Payment: \$ _____
 Total Monthly Payment: \$ _____

The Membership Service and Release of Liability Agreement (the "Agreement") is between Mt. Ogden CrossFit and you, the Client (individually, if you are the Client, and/or as agents or guardian of the client). It is agreed by the between Mt. Ogden CrossFit and the Client that Client is purchasing, for the benefit of the Client, a fitness program membership, form Mt. Ogden CrossFit according to the terms on the front and reverse side of this Service Agreement.

PAID BY: BANK ACCOUNT / CREDIT CARD COACH: _____

Payments of \$ _____ are due on the _____ of each month beginning _____, 2013

EFT Request and Authorization: Client hereby authorizes Mt. Ogden Crossfit or its assigns to make periodic charges or withdrawals ("EFT Authorization") from the account used to pay the initial payment described above or the account listed below or replacement account designated by Client and accepted by Mt. Ogden Crossfit for payment of any and all fees, late charges, costs, expenses or any other monies due to Mt. Ogden Crossfit under the terms and conditions of this Agreement. Client understands that Client is entitled to notice of all varying charges and withdrawals under the EFT, but Client waives the right to receive prior notice for charges or withdrawals made with respect to any uncollected payments or portions of the balance due described above and the corresponding service charges, both of which Client agrees are not varying charges or withdrawals. Client may change the account designated herein upon thirty (30) days written notice to, and approved by, Mt. Ogden Crossfit. Client may timely notify the financial institution in control of Client's account to terminate this Request, buy such notification will constitute a default and may cause all sums under this Agreement to be due and payable immediately together with all costs of collection to extent permitted by law. Mt. Ogden Crossfit or its assigns reserves the right to add the following fees to the Client's account balance should any of the following occur. Re-submit unpaid EFT draft-ten dollars, unpaid EFT draft (after re-submittal)-fifteen dollars, unpaid credit card debit-fifteen dollars, unpaid customer check-fifteen dollars. Payments received more than ten(10) days after the due date are assessed a late fee-fifteen dollars.

Credit Card Acct# _____ Exp. Date _____ CVV _____

Bank Acct# _____ Routing # _____ Bank Name _____

By signing this Agreement, Client acknowledges that Client has read, understood and agrees with all terms and conditions of this agreement (including the additional terms and conditions on the reverse side) after having the opportunity to have it reviewed by an attorney at the discretion of Client. Client further acknowledges Client had received a filled-in and completed copy of this agreement, which includes E.F.T request, the release and waiver of liability, and Additional Terms and Provisions located on the front and reverse side of the Agreement. This Agreement constitutes the entire agreement of the parties and no other agreement or understanding exists between Client and Mt. Ogden Crossfit. Mt. Ogden Crossfit has made no express or implied warranties or misrepresentations other than those expressly set forth in this Agreement to induce Client to enter into this Agreement. Any conflict between the original Agreement and any copy of the original Agreement shall be controlled by the original Agreement.

YOU, THE CLIENT, MAY CANCEL THIS AGREEMENT AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THE AGREEMENT, EXCLUDING SATURDAYS, SUNDAYS, AND HOLIDAYS. TO CANCEL THIS AGREEMENT, MAIL OR DELIVER A SIGNED AND DATED NOTICE, OR SEND A TELEGRAM WHICH STATES THAT YOU, THE CLIENT, ARE CANCELLING THE AGREEMENT.

THE TERM OF THIS AGREEMENT IS _____ MONTHS, COMMENCING _____. THIS AGREEMENT WILL AUTOMATICALLY ROLL INTO AN IDENTICAL MONTHLY COMMITMENT BASED ON THE ORIGINAL COMMITMENT IF CLIENT DOES NOT WISH TO CANCEL AGREEMENT PRIOR TO FIFTEEN DAYS OF ORIGINAL AGREEMENT EXPARATION DATE.

MT. OGDEN EMPLOYEE SIGNATURE

CLIENT SIGNATURE

DATED

ADDITIONAL TERMS AND PROVISIONS

RELEASE OF LIABILITY

CLIENT'S ACKNOWLEDGEMENT AND ASSUMPTION OF RISK AND FULL RELEASE FROM LIABILITY OF MT. OGDEN CROSSFIT: CLIENT ACKNOWLEDGES THAT THE PERSONAL TRAINING/ NUTRITIONAL PROGRAMS PURCHASED EREUNDER INCLUDES PARTICIPATION IN STRENUOUS PHYSICAL ACTIVITIES, INCLUDING, BUT NOT LIMITED TO, RUNNING, WEIGHT TRAINING, STATIONARY BICYCLING, GYMASTIC MOVEMENTS, VARIOUS AEROBIC CONDITIONING MACHINERY AND VARIOUS NUTRITIONAL PROGRAMS OFFERED BY MT. OGDEN CROSSFIT (THE "PHYSICAL ACTIVITIES"). CLIENT ACKNOWLEDES 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 SUCK RISKS INCLUDE, BUT ARE NOT LIMITED TO, INJURIES CAUSED BY THE NEGIGENCE 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 MT. OGDEN CROSSFIT PHYSICAL ACTIVITIES. BY SIGNING THIS AGREEMENT, CLIENT AFFIRMS THAT HE OR SHE IS CAPABLE OF PARTICIPATING IN 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 MT OGDEN CROSSFIT (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 MT OGDEN CROSSFIT 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 ELITE 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 credit card or 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 Clients credit card, or deducted from the Clients 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 Mt. Ogden Crossfit 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); (2) In the event the Client moves further than 25 miles from Mt. Ogden Crossfit, 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 two weeks or longer, "put on hold" 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, Mt. Ogden Crossfit shall have all rights and remedies available, including termination of this Agreement and institution of an action for al applicable damages. If Mt. Ogden Crossfit delays or refrains from exercising any rights under this Agreement, Mt Ogden Crossfit does not waive, nor will Mt Ogden Crossfit lose those rights. If Mt. Ogden Crossfit accepts late or partial payments from the buyer, Mt. Ogden Crossfit 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 Utah. In the event litigation is necessary to enforce any of the terms and conditions of this Agreement, Mt. Ogden Crossfit and Client agree that the venue for such action shall exclusively be Ogden City, Utah.

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 _____