



**GLOUCESTER, MASS**

visiting

joining

This agreement must be completed in full, initialed where indicated, dated, signed and witnessed prior to participating in any Community Fitness of Cape Ann athletic activities.

## PERSONAL INFORMATION

NAME \_\_\_\_\_

DATE OF BIRTH \_\_\_\_\_

ADDRESS \_\_\_\_\_ ZIPCODE \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

HOME PHONE \_\_\_\_\_

EMERGENCY PHONE / CONTACT \_\_\_\_\_

ARE YOU AN ACTIVE MEMBER AT ANOTHER GYM? yes / no

If yes, where? \_\_\_\_\_

HOW LONG HAVE YOU BEEN PARTICIPATING IN HIGH INTENSITY TRAINING? \_\_\_\_\_

## HEALTH ASSESSMENT

- yes / no Do you have a family history of heart disease?
- yes / no Do you have high blood pressure?
- yes / no Do you have diabetes?
- yes / no Do you ever experience dizziness?
- yes / no Do you have neck problems?
- yes / no Do you have back problems?
- yes / no Do you have hip/pelvis problems?
- yes / no Do you have knee problems?
- yes / no Do you have any current injuries?
- yes / no Do you have any allergies?
- yes / no Are you currently taking any medication(s)?
- yes / no Are you a smoker?
- yes / no Are you currently exercising?
- yes / no Are there any exercises you know you cannot do (due to an injury)?
- yes / no Have you ever participated in strenuous exercise?
- yes / no Have you any reason not to participate in strenuous exercise?
- yes / no Have you ever experienced shortness of breath or chest pain?

# ASSUMPTION OF RISK / RELEASE OF LIABILITY / WAIVER OF CLAIMS & INDEMNITY AGREEMENT

BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE. Save the Empire, LLC, Community Fitness of Cape Ann, owners, volunteers, directors, officers, employees, trainers, instructors, agents, officials, independent contractors, representatives, successors and assigns (hereinafter referred to as "Community Fitness of Cape Ann, or "CFCA").

**ASSUMPTION OF RISK:** I, the undersigned, am aware that there are significant risks involved in all aspects of physical training. These risks include, but are not limited to: falls 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. I willingly assume full responsibility for the risks that I am exposing myself to and accept full responsibility for any injury or death that may result from participation in any activity or class while under direction of Community Fitness of Cape Ann. Furthermore, I understand there are inherent risks in all aspects of physical training and I acknowledge that I have been informed of the possible strenuous nature of high intensity training and the potential for undesirable physiological results including, but not limited to, abnormal blood pressure, muscle soreness and fainting. I also acknowledge that I have been specifically warned about the medical condition "Rhabdomyolysis" (see below) and accordingly I have been advised to limit my effort in order to minimize the risks associated with this condition. **(PLEASE INITIAL: \_\_\_\_\_ )**

I am also aware of potential exposure to communicable disease (see below). **(PLEASE INITIAL: \_\_\_\_\_ )**

**RELEASE OF LIABILITY:** In consideration of the above mentioned risks and hazards and in consideration of the fact that I am willingly and voluntarily participating in the activities available at CFCA, I, the undersigned hereby release CFCA, their principals, agents, employees, 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 my participation in this activity, 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 CFCA 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. **(PLEASE INITIAL: \_\_\_\_\_ )**

**INDEMNIFICATION:** The participant recognizes that there is risk involved in the types of activities offered by CFCA. Therefore the participant accepts financial responsibility for any injury that 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 CFCA, 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 CFCA **(PLEASE INITIAL: \_\_\_\_\_ )**

**PHOTO RELEASE:** I hereby give my permission for images of myself / children, taken during regular and special CFCA activities, through video, camera, and digital camera, to be used solely for the purposes of CFCA for promotional material publications and website and waive any rights of compensation or ownership thereto. Last names of minors will not be given or posted on the Internet or website. **(PLEASE INITIAL: \_\_)**

I have read and understood 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.

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(SIGNATURE & PHONE NUMBER)

(DATE)

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(SIGNATURE OF PARENT & PHONE NUMBER IF PARTICIPANT IS UNDER 18 YEARS OF AGE)

(DATE)

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(SIGNATURE OF CFCA TRAINER)

(DATE)

**SAFETY FIRST!** High intensity exercise must be approached cautiously in the beginning, a gradual ramp up of intensity is necessary to allow muscles cells to adapt to the new demands being placed on them. Failure to do so, opens the door to a life threatening condition, known as 'Rhabdomyolysis'. In short, the muscle cells are damaged flooding the bloodstream with toxins that can overwhelm the kidneys as they attempt to cleanse the blood, leading to potential kidney failure. That being said, it is important that you start at a reduced intensity. Brown urine, complete muscle weakness and/or swelling of joints are warning signs of 'Rhabdo'. If you develop these symptoms, seek medical assistance immediately.

In consideration of being allowed to participate in classes at CFCA and related events and activities, I acknowledge, appreciate, and agree that participation includes possible exposure to and illness from infectious diseases including but not limited to MRSA, influenza, and COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist; and I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation. I willingly agree to comply with the stated and customary terms and conditions for participation as regards protection against infectious diseases. If, however, I observe any unusual or significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest CFCA employee immediately.