

History & Goals

History (Skip if no history)

Are you currently involved in a fitness program? No () Yes () if yes, what is the current program?

What have you done in the past to promote your personal health and fitness? _____

How did you feel at that time? _____

Goals

What are your primary fitness goals? _____

What areas of your body do you want to improve most? _____

Why?

How long have you been thinking about achieving these goals? _____

Why have you waited? _____

What is different this time? _____

When would you like to start seeing results? _____

**Crossfit Sierra Nevada Client
Waiver and Release**

I, _____, (“Client”) am aware that I am engaging in physical exercise and that the use of exercise equipment, William P. Kahl, LLC dba Crossfit Sierra Nevada (“Company”) facilities, and interaction with any exercise equipment could cause injury to me. I am voluntarily participating in these activities and assume all risks of injury to myself that might result. I accept responsibility for my use of any and all apparatus, appliances, facility, priviledge or service whatsoever, owned and operated by the Company at my own risk.

I agree to waive any claims or rights I might otherwise have to sue the Company, its members, managers, owners, affiliates, officers, agents, employees, representatives, successors, and assigns for any and all loss, claim, injury, damage, or liability sustained or incurred by me as a result of these activities. I have carefully read this waiver, which states that I assume all risks of injury. I am hereby advised that I should be sufficiently physically fit for exercise activities, and should have consulted a physician prior to undertaking a physical exercise program.

I agree that if I engage in any physical exercise or activity or use any Company facility on Company premises, I do so at my own risk and assume the risk of any and all injury and/or damage while engaging in any physical exercise or activity or use of any Company facility on Company premises, including but not limited to rhabdomyolysis. My assumption of risk includes, without limitation, my use of any exercise equipment (mechanical or otherwise), sidewalk, parking lot, stairs, lobby area, or any equipment in any Company facility. I agree to assume the risk in my participation in any activity, class, program, instruction, or Company-sponsored event. I agree that I am voluntarily participating in the aforementioned activities, and using Company facilities and premises and assume all risk of injury, illness, damage, or loss to me or my property that might result, including, without limitation, any loss or theft of any personal property. I agree on behalf of myself (and all my personal representatives, heirs, executors, administrators, agents, and assigns) to release and discharge Company (and its managers, members, owners, affiliates, employees, agents, representatives, successors, and assigns) from any and all claims or causes of action (known and unknown) arising out of the negligence the Company, whether active or passive, or any of its members, managers, owners, affiliates, employees, agents, representative successors and assigns. This waiver and release of liability includes, without limitation, injuries which may occur as a result of (a) my use of any exercise equipment or facilities which may malfunction or break, (b) Company’s improper maintenance of any exercise equipment or facilities, (c) Company’s negligent instruction or supervision, including personal training, and (d) my slipping and falling while on the facility or any portion of the premises for any reason, including Company’s negligent inspection or maintenance of its facility. By execution of this agreement, I hereby agree to indemnify any hold harmless Company from any loss, liability, damage, or cost Company may incur due to my presence at a Company facility. I further expressly agree that the foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as permitted by Nevada law, and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. I ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS WAIVER AND RELEASE AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY, AND EXPRESS ASSUMPTION OF RISK AND INDEMNITY AGREEMENT. I FURTHER ACKNOWLEDGE THAT I HAVE BEEN GIVEN THE OPPORTUNITY TO REVIEW THIS WAIVER AND RELEASE WITH LEGAL COUNSEL, AND ADVISED TO DO SO. I AM AWARE AND AGREE THAT BY EXECUTING THIS WAIVER AND RELEASE, I AM GIVING UP MY RIGHT TO BRING A LEGAL ACTION OR ASSERT A CLAIM AGAINST THE COMPANY FOR ITS NEGLIGENCE, OR FOR ANY DEFECTIVE PRODUCTION ON ITS PREMISES, I HAVE READ AND VOLUNTARY SIGNED THIS WAIVER AND RELEASE AND FURTHER AGREE THAT NO ORAL REPRESENTATIONS, STATEMENTS, OR INDUCEMENT APART FROM THE FOREGOING WRITTEN AGREEMENT HAVE BEEN MADE.

GRANT OF RIGHTS: I, the individual named above, participate on Company fitness programs and/or activities. Company shall include, without limitation, its affiliates, successors, licensees, assigns, agents, representatives, contractors, employees and those who are acting with Envirolution’s authority and permission--hereinafter referred to as “You” or “Your”). I hereby grant You absolute, irrevocable and unrestricted world-wide permission to utilize my appearance, and all associated rights, in connection with the Program in any and all manner and media, now known or thereafter devised, throughout the world, in perpetuity. I acknowledge and agree that I have no further right to additional consideration or accounting under this Release.

I further acknowledge and agree that my participation in any Company fitness program or activity, including but not limited to my actions, statements, performances of any kind and/or juxtapositions of video/film clips and/or other material, may be edited by You in Your sole discretion. I hereby expressly consent to Your use of my name, likeness, voice and any biographical material about me in connection with Program publicity and related promotional purposes. I hereby waive any right that I may have to inspect or approve the finished Program, the film, photographs, video, advertising copy or printed matter that may be used in connection therewith or the use to which it may be applied. I agree that this release is binding on my heirs and assigns.

Client Name [Print]

Client Signature

Date

Guardian [Print]

Guardian Signature

Email