



# CROSSFIT HUI

## MEMBERSHIP AGREEMENT

11836 FISHING POINT DR. SUITE 400/500 NEWPORT NEWS, VA 23606  
(EFFECTIVE 1/1/16)

| Member(s) Information*   |       |               |       |
|--|-------|---------------|-------|
| Name:  |       |               |       |
| Mailing Address:   |       |               |       |
| Email Address:   |       |               |       |
| Phone:   | Cell: | Work:         | Home: |
| Date of Birth:   |       |               |       |
| Emergency Contact:   | Name: | Phone:        |       |
| Alternate Emergency Contact:                                     | Name: | Phone:        |       |
| Occupation**:  |       |               |       |
| Additional Family Members <i>(For Family Memberships Only)</i> : | Name: | Relationship: |       |
|  | Name: | Relationship: |       |
|  | Name: | Relationship: |       |
|  | Name: | Relationship: |       |
|  | Name: | Relationship: |       |

\*Right of Refusal - Crossfit HUI reserves the right to refuse service or membership to individuals

\*\* At the discretion of management, Military personnel who are deployed may freeze their membership at a rate of \$50 per month for up to 3 months until they are able to return to the Gym. Member must make request in writing.

| Selected Membership Package(s) |             |
|--------------------------------|-------------|
| Package:                       | For (Name): |
| Package:                       | For (Name): |
| Package:                       | For (Name): |
| Package:                       | For (Name): |

| "Rhabdo" Warning:   |       |
|---|-------|
| <p>High Intensity exercise must be approached cautiously. If you are just beginning or even if you are an avid crossfitter, a gradual ramp up of intensity is necessary to allow muscle cells to adapt to the new strains 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 shutdown.</p> <p>Crossfit can cause "rhabdomyolysis". It is important that you start at a reduced intensity or increase your current Crossfit performance gradually. Listen to your body and your coaches. Brown urine, complete muscle weakness and/or swelling of joints are warning signs of "Rhabdo". If you develop these symptoms seek medical attention IMMEDIATELY!</p> <p>Members are encouraged to visit <a href="http://www.crossfit.com">www.crossfit.com</a> and search for more information. Remember, it is easier to prevent rhabdo than to confront and treat it.</p> |       |
| Signature:  | Date: |

## Payment Agreement and Details

I agree to the following payment terms for membership at Crossfit HUI:

A payment amount of \_\_\_\_\_ per month will be charged on my credit card on the \_\_\_\_\_ of each month beginning with the first monthly prorated payment of \_\_\_\_\_ on \_\_\_\_\_ . Your initial term of membership starts on \_\_\_\_\_ and ends on \_\_\_\_\_.

I understand that there is no initiation fee, membership fees are non-refundable, are paid in advance of service and my membership is automatically renewed at the end of each term unless I provide 30 days written notice of cancellation 30 days prior to my billing date. I also agree to pay any fees for late payments or credit declinations at a rate of up to \$50 per instance and that any 1 declination will result in any special membership rates being cancelled and I will be subject to the then current membership pricing moving forward.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**EFT Payment Details:** (Any credit card declines will result in loss of any special membership pricing and member will be subject to current effective pricing)

Account Holder Name: \_\_\_\_\_

Credit Card Type: \_\_\_\_\_

Credit Card Number: \_\_\_\_\_ Expiration: \_\_\_\_\_

Security Code: \_\_\_\_\_

## Photo/Video Release

I grant Crossfit HUI, its representatives and employees the right to take photographs of me and my property while training at Crossfit HUI.

I authorize Crossfit HUI to use and publish these photos or videos in print or electronically. I agree that Crossfit HUI may use such photographs of me with or without my name and for any lawful purpose, including for example such purposes such as publicity, illustration advertising and web content. **Initials** \_\_\_\_\_

## Office Use Only:

|  |  |
|--|--|
| Date of Application:                             |  |
| First Payment Date:                              |  |
| Member Added to Email Distribution List(s):      |  |
| Follow Up Items/Questions Requested from Member: |  |
| Added to Recurring Payment BOA Database:         |  |
| Date of Cancellation:                            |  |
| Date Ramp Up Completed:                          |  |

## Consent, Release, Waiver of Liability and Indemnity

**If you are under the care of a physician, have recently been under the care of a physician, or have experienced any significant medical problems, this information should be disclosed and clearance from your physician should be obtained. If you have not undergone a physical examination, it is recommended that you do so before beginning an exercise program.**

I agree to abide by the rules and regulations that are adopted by Crossfit HUI. I understand management reserves the right to terminate any membership with or without cause, at any time. I hereby acknowledge that all information provided by me is accurate and that I have read and understand the preceding prior to signing and agree to all terms outlined above. **Initials** \_\_\_\_\_

The exercise and activity opportunities offered through the facilities of the gym allow a person to engage in various exercise and/or physical activities potentially beneficial to one's health and well-being. However, I recognize and understand that there are inherent risks of various physical and mental conditions, illnesses, and/or injuries associated with (a) engaging in any exercise or physical activity, (b) the use of equipment at spa-gym, and/or (c) the use of spa-gym's facilities. Such risks include any and all types of physical injuries, physical and mental conditions and/or illnesses including, but not limited to, sprains, strains, broken bones, concussions, lacerations, abnormal blood pressure, heartbeat disorders, fainting, shortness of breath, chest pain, strokes, heart attack, or even death. . **Initials** \_\_\_\_\_

I further recognize and understand that any and all such risks are compounded in that many of the exercise and/or physical activity opportunities of spa-gym are unsupervised including, but not limited to, use of its gym, and/or all types of exercise equipment, and/or use of its locker rooms, dressing rooms, shower and/or sauna room. I hereby agree and consent to voluntarily engage in any and all exercises and physical activity opportunities, supervised or unsupervised, at rocky mountain muscle & fitness, to voluntarily use rocky mountain muscle & fitness's exercise equipment, and to voluntarily use Crossfit HUI facilities at my own risk and with full knowledge and appreciation of any and all dangers and risks inherent therein. . **Initials** \_\_\_\_\_

I acknowledge that I have and am hereby advised to seek and obtain any necessary medical clearances from my physician and to undertake a physical examination prior to beginning any exercise activity. I HEREBY assume full responsibility for any and all risks of any bodily injury, illness, death and/or property DAMAGE SUFFERED by me. **Initials** \_\_\_\_\_

I hereby release, waive, forever discharge and/or covenant not to Crossfit HUI and/or their agents, INSTRUCTORS, and/or their employees for any and all loss or damage and/or any claims of demands or any type, known or unknown, on account of or in any way related to any illness, condition, and/or injury to my person or property, or which may result in my death.

**Initials** \_\_\_\_\_

I hereby agree to indemnify and hold harmless Crossfit HUI and their agents, INSTRUCTORS, and employees from any illness, condition and/or injury to my person, property or as a result of my death, and/or as a result of engaging in any exercise and/or activity Crossfit HUI.

**Initials** \_\_\_\_\_

I have also read and fully understand the Rhabdo warning provided above. **Initials** \_\_\_\_\_

Signature:

Date:

### BUYER'S RIGHT TO CANCEL

If you wish to cancel this contract, you may cancel by making or delivering written notice to this health club. The notice must say that you do not wish to be bound by the contract and must be delivered or mailed before midnight of the third business day after you sign this contract. The notice must be delivered or mailed to: Crossfit Hui, 11836 Fishing Point, Suite 400/500, Newport News, VA 23606. If canceled within three business days, you will be entitled to a refund of all monies paid. You may also cancel this contract if this club goes out of business or relocates and fails to provide comparable alternate facilities within five driving miles of the location designated in this contract. You may also cancel if you become physically unable to use a substantial portion of the health club services for 30 or more consecutive days, and your estate may cancel in the event of your death. You must provide you are unable to use a substantial portion of the health club services by a doctor's, physician's assistant's, or nurse practitioner's certificate, and the health club may also require that you submit to a physical examination, within 30 days of the notice of cancellation, by a doctor, physician's assistant, or nurse practitioner agreeable to you and the health club (cost to be borne by the health club). If you cancel after the three business days, the health club may retain or collect a portion of the contract price equal to proportionate value of the services or use of facilities you have already received. Any refund due to you shall be paid within 30 days of the effective date of cancellation. Initials \_\_\_\_\_

### NOTICE

**NOTICE: ANY HOLDER OF THIS CONTRACT OR NOTE IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.** Initials \_\_\_\_\_

### INITIATION FEE

**THIS CLUB IS NOT PERMITTED, PURSUANT TO THE VIRGINIA HEALTH CLUB ACT, TO ACCEPT ANY INITIATION FEE IN EXCESS OF \$125 OR ANY PAYMENT FOR MORE THAN THE PRORATED MONTHLY FEE FOR THE MONTH WHEN THE CONTRACT IS INITIALLY EXECUTED PLUS ONE FULL MONTH IN ADVANCE.** Initials \_\_\_\_\_

### COMPLAINTS

**THE BUYER SHOULD ATTEMPT TO RESOLVE ANY COMPLAINT THE BUYER HAS WITH THIS HEALTH CLUB, AND THAT THE VIRGINIA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES REGULATES HEALTH CLUBS IN THE COMMONWEALTH PURSUANT TO THE PROVISIONS OF THE VIRGINIA HEALTH CLUB ACT.** Initials \_\_\_\_\_

**Fitness Background and Goals**

|  |  |
|--|--|
| Crossfit Experience:<br>(Please include where) |  |
| Other Fitness Experience:                      |  |
| Personal Fitness Goals:                        |  |

**Activity Readiness Questionnaire – Completing this Questionnaire will Assist our Coaches**

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