

PDXSTRENGTH

LIABILITY WAIVER

CONTACT INFORMATION

FULL NAME _____

DATE OF BIRTH _____

EMAIL _____

HOME PHONE # _____

ADDRESS _____

CELL PHONE # _____

CITY / STATE / ZIP _____

WORK PHONE # _____

EMERGENCY CONTACT INFORMATION

EMERGENCY CONTACT NAME _____

EMERGENCY CONTACT PHONE # _____

HEALTH & LIFESTYLE

DO YOU SMOKE? YES NO

DO YOU PLAY SPORTS? YES NO

DRINK ALCOHOL? YES NO

EXERCISE REGULARLY? YES NO

TAKE PRESCRIPTION MEDS? YES NO

HOW OFTEN PER WEEK? _____

MEDICAL INFORMATION

PLEASE CIRCLE ANY OF THE FOLLOWING CONDITIONS YOU CURRENTLY HAVE OR HAVE EXPERIENCED IN THE PAST

BACK PAIN

KNEE PAIN

SHOULDER PAIN

OTHER JOINT PAIN

HIGH BLOOD PRESSURE

ASTHMA

DIABETES

HEART CONDITIONS

PLEASE LIST ANY PAST SURGURIES OR INJURIES

PLEASE WRITE ANY OTHER MEDICAL CONDITIONS NOT LISTED

PDXSTRENGTH

LIABILITY WAIVER

Upon signing this Agreement and forever thereafter, you (Buyer, each member and all guests) agree that if you engage in any physical exercise or activity, use any PDXstrength facility, or are present on the premises, you do so at your own risk and assume the risk of any and all injury and/or damage you might sustain, regardless of whether such injury or damage arises out of or during physical exercise. Your assumption of risk includes but is not limited to your use of any exercise equipment (mechanical or otherwise), the locker room, sidewalk, parking lot, stairs, pool, Cathedral park, whirlpool, sauna, steam room, racquet courts, lobby area, or any other part or item in or around the PDXstrength facility. You agree to assume the risk of your participation in any activity, class, program, instruction, or PDXstrength-sponsored event. You agree that you are voluntarily participating in the aforementioned activities and assume all risk, known and unknown, associated with using the PDXstrength facilities, equipment and premises including, without limitation, any loss or theft of any personal property. You agree on behalf of yourself (and your spouse, all your, children, personal representatives, heirs, executors, administrators, agents, and assigns) to forever release and discharge PDXstrength and our owners, employees, agents, representatives, volunteers, affiliates, successors, and assigns from any and all claims or causes of action (known or unknown) arising out of the negligence of PDXstrength, whether active or passive, or that of any of its affiliates, employees, agents, representatives, successors, and assigns. This waiver and release of liability includes, without limitation, injuries which may occur as a result of (a) your use of any exercise equipment or facilities which may malfunction or break, (b) PDXstrength's improper maintenance of any exercise equipment or facilities, (c) PDXstrength's negligent instruction or supervision, including personal training, and (d) you slipping and falling while in the facility or any portion of the premises for any reason, including PDXstrength's negligent inspection or maintenance of its facility. By executing this Agreement, you hereby agree to indemnify and hold harmless PDXstrength from any loss, liability, damage, or cost PDXstrength may incur due to your presence at the PDXstrength facility. You further expressly agree that the foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as permitted by the law of the state in which this agreement is entered into, and that if any portion of this agreement is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. This release is not intended as an attempted release of claims of gross negligence or intentional acts. You acknowledge that the PDXstrength is designed to and does offer a service to its members encompassing the entire fitness spectrum. The PDXstrength is not in the business of selling, leasing or otherwise placing into the stream of commerce weight lifting equipment, exercise equipment, or other such products, and the use of any such items is incidental to the service provided by PDXstrength.

I _____ grant to PDXstrength, its representatives and employees the right to take photographs of me and my property in connection with the above-identified subject. I authorize PDXstrength, its assigns and transferees to copyright, use and publish the same in print and/or electronically. I agree that PDXstrength may use such photographs of me with or without my name and for any lawful purpose, including for example such purposes as publicity, illustration, advertising, and Web content.

YOU ACKNOWLEDGE THAT YOU 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. YOU ARE AWARE AND AGREE THAT BY EXECUTING THIS WAIVER AND RELEASE, YOU ARE GIVING UP YOUR RIGHT TO BRING A LEGAL ACTION OR ASSERT A CLAIM AGAINST PDXstrength FOR ITS NEGLIGENCE, OR FOR ANY DEFECTIVE PRODUCT ON ITS PREMISES. YOU HAVE READ AND VOLUNTARILY SIGNED THE WAIVER AND RELEASE AND FURTHER AGREE THAT NO ORAL REPRESENTATIONS, STATEMENTS, OR INDUCEMENT APART FROM THE FOREGOING WRITTEN AGREEMENT HAS BEEN MADE. YOU AGREE, FOR YOURSELF AND YOUR SPOUSE, CHILDREN, SUCCESSORS, HEIRS AND ASSIGNS, THAT THE ABOVE REPRESENTATIONS ARE CONTRACTUALLY BINDING, AND ARE NOT MERE RECITALS, AND THAT SHOULD YOU OR YOUR SUCCESSORS ASSERT ANY CLAIM IN CONTRAVENTION OF THIS AGREEMENT, THE ASSERTING PARTY SHALL BE LIABLE FOR THE EXPENSES (INCLUDING REASONABLE ATTORNEYS FEES) INCURRED BY THE OTHER PARTY OR PARTIES IN DEFENDING AGAINST ANY SUCH ACTION.

DATE

PRINTED NAME

PRINTED NAME OF PARENT / GUARDIAN (IF APPLICABLE)

SIGNATURE OF MEMBER OR PARENT / GUARDIAN (IF APPLICABLE)

STAFF USE ONLY:

DATE REVIEWED

REVIEWED BY

SIGNATURE