

# 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

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## 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

### Waiver of Liability Relating to Coronavirus/COVID-19

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is reported to be extremely contagious. The state of medical knowledge is evolving, but the virus is believed to spread from person-to-person contact and/or by contact with contaminated surfaces and objects, and even possibly in the air. People reportedly can be infected and show no symptoms and therefore spread the disease. The exact methods of spread and contraction are unknown, and there is no known treatment, cure, or vaccine for COVID-19. Evidence has shown that COVID-19 can cause serious and potentially life-threatening illness and even death.

PDXstrength cannot prevent you from becoming exposed to, contracting, or spreading COVID-19 while utilizing PDXstrength's services or premises. It is not possible to prevent against the presence of the disease. Therefore, if you choose to utilize PDXstrength's services and/or enter onto PDXstrength's premises you may be exposing yourself to and/or increasing your risk of contracting or spreading COVID-19.

**ASSUMPTION OF RISK:** I have read and understood the above warning concerning COVID-19. I hereby choose to accept the risk of contracting COVID-19 for myself, in order to utilize PDXstrength's services and enter PDXstrength's premises. These services are of such value to me that I accept the risk of being exposed to, contracting, and/or spreading COVID-19 in order to utilize PDXstrength's services and premises in person "rather than arranging for an alternative method of enjoying the same services virtually (e.g. videoconference).

**WAIVER OF LAWSUIT/LIABILITY:** I hereby forever release and waive my right to bring suit against PDXstrength and its owners, officers, directors, managers, officials, trustees, agents, employees, or other representatives in connection with exposure, infection, and/or spread of COVID-19 related to utilizing PDXstrength's services and premises. I understand that this waiver means I give up my right to bring any claims including for personal injuries, death, disease or property losses, or any other loss, including but not limited to claims of negligence and give up any claim I may have to seek damages, whether known or unknown, foreseen or unforeseen.

**CHOICE OF LAW:** I understand and agree that the law of the State of Oregon/Washington will apply to this contract. I HAVE CAREFULLY READ AND FULLY UNDERSTAND ALL PROVISIONS OF THIS RELEASE, AND FREELY AND KNOWINGLY ASSUME THE RISK AND WAIVE MY RIGHTS CONCERNING LIABILITY AS DESCRIBED ABOVE:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Name (printed): \_\_\_\_\_

I am the parent or legal guardian of the minor named above. I have the legal right to consent to and, by signing below, I hereby do consent to the terms and conditions of this Release.

Signature : \_\_\_\_\_ Date: \_\_\_\_\_ Name (printed): \_\_\_\_\_