

## ATHLETE WAIVER

Full Name

Email Address

Gender

Street Address

City

Province/Region

Zipcode

Country

Date of Birth

I acknowledge that I am signing a legal document between myself and B & A Management, LLC, d/b/a CrossFit Bartlesville

Initial here:

CROSSFIT Bartlesville recommends that you clear your participation in any exercise program with your physician.

**Enforceability Clause:** If any part of this Agreement is found unenforceable or against public policy the remainder of the document remains in effect. This list is not exhaustive.

Initial here:

I acknowledge that I have chosen to participate in one or more physical fitness program(s)/class(es) provided by B & A Management d/b/a CrossFit Bartlesville which may include, but not necessarily be limited to CrossFit Training and/or individual training or coaching of any kind. CROSSFIT Bartlesville has made me fully aware that the fitness programs/classes which CROSSFIT Bartlesville offers and in which I desire to participate are of a nature and kind that are extremely strenuous and can/may push me to the limits of my physical abilities. I, the undersigned, recognize and understand that the programs/classes are not without varying degrees of risk which may include, but are not limited to the following: injury to the musculoskeletal and/or cardio respiratory systems which can result in serious injury or death, injury or death due to inadequate instruction/coaching, injury or death due to failure to maintain premises at CrossFit Bartlesville in a reasonably safe manner, failure to implement appropriate safety procedures, or failure to properly staff the facility, injury or death due to negligence on the part of myself, my training partner, CROSSFIT Bartlesville staff/personnel, or other people around me, injury or death due to improper use or failure of equipment, or injury or death due to a medical condition, whether known or unknown by me, I am aware that any of these above mentioned risks may result in serious injury or death to myself. I acknowledge that I am ultimately responsible for my own safety during my participation in B & A Management d/b/a CrossFit Bartlesville activities.

Initial here:

**Jurisdiction and Venue.** I acknowledge that any suit, claim or other legal proceeding arising out of or related to this Agreement in any way must be brought in either a federal or state court having jurisdiction over actions that arise in Washington County, Oklahoma, and I hereby consent along with B & A Management d/b/a CrossFit Bartlesville to the exclusive jurisdiction of such court for such purpose. I irrevocably consent and submit to the jurisdiction of such court(s) for the purposes of any such suit, claim or other legal proceeding.

Initial here:

**Acknowledgement of Risk.** I acknowledge that no amount of care, caution or instruction can eliminate dangers associated with B & A Management d/b/a CrossFit Bartlesville

Initial here:

I willingly assume full responsibility for any and all risks that I am exposing myself to as a result of my participation in CROSSFIT Bartlesville programs/classes and accept full responsibility for any injury or death that may result from participation in any activity, class or physical fitness program, I hereby certify that I know of no medical problems that would increase my risk of illness and injury as a result of participation in a fitness program designed by CROSSFIT Bartlesville. CROSSFIT Bartlesville informed me that there exists the possibility of adverse physical changes during

an exercise program, and I fully understand the same, CROSSFIT Bartlesville informed me that these changes could include, but are not limited to, abnormal blood pressure, fainting, disorder of heart rhythm, stroke, and in very rare instances, heart attack or even death, and I fully understand the same. With my fully understanding of the above information, I agree to assume any and all risk associated with my participation in CROSSFIT Bartlesville fitness programs/classes.

Initial here: 

#### Release:

In full consideration of the above mentioned risks and hazards and in full consideration of the fact that I am willingly and voluntarily participating in the activities made available by CROSSFIT Bartlesville and with my full understanding of all of the above, I voluntarily waive, release, discharge, and hold harmless CROSSFIT Bartlesville and its agents, officers, principals and employees and volunteers, of any and all liability, claims, demands, actions or rights of action, or damages of any kind related to, arising from, or in any way connected with, my participation in CROSSFIT Bartlesville fitness programs/classes, including those allegedly attributed to the negligent acts or omissions of the above mentioned parties. **In signing this document, I fully recognize and understand that if I (or any minor on whose behalf I am signing this release) am hurt, die, or my property is damaged, I am giving up my right to make a claim or file a lawsuit against CROSSFIT Bartlesville, even if they negligently or by some other act or omission cause the injury or damage.** 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.

Initial here: 

As a parent or legal guardian of a CROSSFIT Bartlesville participant under 18 years of age, I have read and voluntarily agree that said minor may participate in these fitness programs/classes, and I sign this release on their behalf and on the behalf of the minor's parents and legal guardians. In addition, I also give full permission for any person connected with CROSSFIT Bartlesville to administer first aid deemed necessary, and in case of serious illness or injury, I give permission to call 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.

Initial here: 

**Indemnification:** I recognize that there is risk involved in the types of activities offered by CROSSFIT Bartlesville. Therefore, I accept financial responsibility for any injury that I or 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 defense costs to enforce this agreement, I agree to reimburse them for such fees and costs. I further agree to indemnify, defend, and hold harmless CROSSFIT Bartlesville, 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 CROSSFIT Bartlesville.

Initial here: 

**Use of picture(s)/film/likeness:** I further agree to allow CROSSFIT Bartlesville, its agents, officers, principals, employees and volunteers the use of a picture(s), film, and/or likeness of me for advertising purposes. In the event I choose not to allow the use of the same for said purpose, I agree that I must inform CROSSFIT Bartlesville of this in writing.

Initial here: 

**I have read this document in its entirety, I fully understand the foregoing assumption of risk and release of liability and I understand that by signing it I have released any and all claims against B & A Management d/b/a CrossFit Bartlesville. I understand that this agreement 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 voluntarily signing this form I am waiving valuable legal rights.**

☐ I agree to these terms.

**Sign your name below:**

Please read the [Electronic Records and Signature Disclosure](#)  
☐ I agree to use electronic records and signatures

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