

TARHEEL CROSSFIT SOUTH

Full Name

Email Address

Gender

Street Address

City

Province/Region

Zipcode

Country

Date of Birth

Tarheel CrossFit South Waiver

Section I Express Assumption of Risk:

I, the undersigned, am aware that there are significant risks involved in all aspects of physical training. These risks include but are not limited to: falls which can result in serious injury or death, injury, or death due to negligence on the part of myself, my training partner, or other people around me, injury, or death due to improper use or failure of equipment. I am aware that any of these above-mentioned risks may result in serious injury or death to myself and or my partner(s).

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Section II Communicable Disease or Illness:

I, the undersigned, agree to waive all accountability and liability from J&T Holdings, LLC (DBA **Tarheel CrossFit South**), should I become sick or develop a communicable disease or illness during the duration of my membership at **Tarheel CrossFit South**.

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I, the undersigned, agree to notify **Tarheel CrossFit South** staff if I believe that I am sick, have come in contact with someone who is sick, or am knowingly contagious or thought to be contagious of a respiratory, seasonal, or communicable disease or illness. Furthermore, I will not enter the facility until I am given a clearance letter from my doctor should I become contagious with any communicable disease or illness.

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Section III 24/7 Program Access Assumption of Risk:

TARHEEL CROSSFIT SOUTH STRONGLY RECOMMENDS THAT YOU CLEAR YOUR PARTICIPATION IN ANY EXERCISE PROGRAM WITH YOUR PHYSICIAN. USE OF THE **TARHEEL CROSSFIT SOUTH** FACILITIES UNDER THE 24/7 ACCESS PROGRAM IS UNMONITORED, AND YOUR USE OF THE **TARHEEL CROSSFIT SOUTH** EQUIPMENT AND FACILITIES IS AT YOUR OWN RISK – **TARHEEL CROSSFIT SOUTH** WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY INJURY OR DAMAGES INCURRED BY YOU ARISING OR CONNECTED IN ANY WAY WITH YOUR USE OF THE **TARHEEL CROSSFIT SOUTH** EQUIPMENT AND FACILITIES. MEMBERSHIP IS AT **TARHEEL CROSSFIT SOUTH** SOLE DISCRETION AND ANY VIOLATION OF THE RULES AND REGULATIONS CAN RESULT IN CANCELLATION OF MEMBERSHIP.

IN CONSIDERATION OF **TARHEEL CROSSFIT SOUTH** MAKING ITS EQUIPMENT AND FACILITIES AVAILABLE FOR MY USE, I ACKNOWLEDGE AND AGREE AS FOLLOWS:

I am fully aware that my access to the **Tarheel CrossFit South** equipment and facilities will be unattended and I am solely responsible for my own safety and well-being while participating in physical training activities at the **Tarheel CrossFit South** facilities or utilizing the **Tarheel CrossFit South** equipment.

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I recognize and understand that physical training is not without varying degrees of risk, which may include, but are not limited to the following: Injury to the

musculoskeletal and/or cardiorespiratory systems, which can result in serious injury or death, injury or death due to negligence on the part of myself, my training partner, 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.

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I willingly assume full responsibility for any and all risks that I am exposing myself to as a result of my participation in physical training and accept full responsibility for any injury or death that may result from my participation.

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I hereby certify that I know of no medical problems that would increase my risk of illness and injury arising from the use of **Tarheel CrossFit South** equipment or facilities. I understand there exists the possibility of adverse physical changes during physical training. I fully understand that these changes could include abnormal blood pressure, fainting, a disorder of heart rhythm, stroke, and in very rare instances, heart attack, or even death. I understand that certain prescribed medications may exacerbate these physiological changes and create an even greater risk of physical damage or death. With my full understanding of the above information, I agree to assume any and all risks arising from or in any way associated with my voluntary participation in **Tarheel CrossFit South** physical activities or the use of the **Tarheel CrossFit South** equipment or facilities under the 24/7 Program Access.

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Section IV 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 available at **Tarheel CrossFit South** and/or self-administered activities using the **Tarheel CrossFit South** equipment or facilities, and with my full understanding of all of the above, I hereby waive, release, remise and discharge J&T Holdings, LLC (DBA **Tarheel CrossFit South**) and its successors, members, managers, agents, officers, and employees of any and all liability, claims, demands, action or rights of actions, or damages of any kind related to, arising from, or in any way connected with, my participation in physical training or my use of the **Tarheel CrossFit South** equipment or facilities.

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I understand that **Tarheel CrossFit South** and its members commonly will record sessions and take pictures through the use of recording devices and cameras. I hereby give my consent for **Tarheel CrossFit South** to use photographs and video recordings of me and my likeness to be used in its publications, including its website and social media. I release them from any expectation of confidentiality or payment for my photographs or videos.

Initial here:

This agreement shall be binding upon me, my successors, representatives, heirs, executors, assigns, or transferees. If any portion of this agreement is held invalid, such invalid portion may be severed from the whole of this agreement, and I agree that the remainder of the agreement shall remain in full legal force and effect.

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Section V Indemnification:

I recognize there is risk involved in the types of activities commonly performed at **Tarheel CrossFit South** and/or otherwise arising from the use of the **Tarheel CrossFit South** equipment or facilities. Therefore, I accept all liability and responsibility, financial or otherwise, for any injury that I may cause to myself, any guest of mine utilizing the **Tarheel CrossFit South** equipment or facilities, or to any other person utilizing the **Tarheel CrossFit South** equipment or facilities due to my negligence or intentional acts. Should **Tarheel CrossFit South** or any of its successors, members, managers, agents, officers, or employees, or anyone acting on behalf of any of these individuals, be required to incur attorney's fees, legal fees, expenses, costs or loss (collectively "Losses") due to any injury that I may cause to myself or to any other person utilizing the **Tarheel CrossFit South** equipment or facilities due to my negligence or intentional acts, I agree to fully reimburse **Tarheel CrossFit South** and/or such persons for such Losses. I further agree to indemnify, hold

harmless, and, if necessary, defend J&T Holdings, LLC (DBA **Tarheel CrossFit South**) and its successors, members, managers, agents, officers, or employees, from and against all liability for the injury or death of any person(s), including myself, and any damages or losses whatsoever arising from my use of the **Tarheel CrossFit South** equipment or facilities.

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Section VI Closing:

I have fully read and fully understand the foregoing assumption of risk, the release of liability, and indemnification provisions, and I understand that by signing below I am obligated to indemnify Tarheel CrossFit South and its successors, members, managers, agents, officers, or employees as provided herein. I understand that by signing this form I may be waiving legal rights that would otherwise be available to me.

Initial here:

☐ 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