

ATHLETE WAIVER

Full Name

Email Address

Gender

Street Address

City

Province/Region

Zipcode

Country

Date of Birth

Informed Consent / Assumption of Risk: I am aware that there are significant risks involved in all aspects of physical training. I understand that reaction of the heart, lungs and vascular system to exercise cannot always be predicted with accuracy. I understand that there is a risk of certain abnormal changes occurring during or following exercise which may include abnormalities of blood pressure or heart rate; chest, arm or leg discomfort; transient light-headedness or fainting; and in rare instances, heart attack, stroke or even death. Excessive work can result in exertional rhabdomyolysis. I should look for signs of excessive soreness, darkened urine, and pain in the kidney areas in the days following a particularly intense workout. This type of injury can occur due to a number of factors, including (but not limited to) genetic predisposition or dehydration, that may be beyond the control of my trainer. I understand that the programs and classes offered by CROSSFIT LION'S DEN and THE NEW FITNESS, LLC are of a nature and kind that are extremely strenuous and can/may push me to the limits of my physical abilities. These risks include, but are not limited to: injuries or death due to strenuous activity, 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).

Informed Consent / Waiver: I willingly assume full responsibility for any and all risks that I am exposing myself to as a result of my participation in CROSSFIT LION'S DEN and THE NEW FITNESS, LLC activities, including, but not limited to the personal training / nutritional programs and 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 programs/classes designed by CROSSFIT LION'S DEN and THE NEW FITNESS, LLC. With my full understanding of the above information, I agree to assume any and all risk associated with my participation in CROSSFIT LION'S DEN and THE NEW FITNESS, LLC programs/classes. By signing this document, I acknowledge that I have voluntarily chosen to participate in CROSSFIT LION'S DEN and THE NEW FITNESS, LLC activities, including, but not limited to the personal training / nutritional programs and programs/classes consisting of progressive, physical exercise. By signing this document, I acknowledge being informed of the strenuous nature of the activities/programs/classes and the potential for possible physiological results including, but not limited to, abnormal blood pressure, rhabdomyolysis, fainting, heart attack, or death. By signing this document, I assume all risk for my health and well-being and hold CROSSFIT LION'S DEN and THE NEW FITNESS, LLC, as well as its owners, employees, and other authorized agents including independent contractors, harmless therefrom. I understand that questions about exercise procedure and recommendations are encouraged and welcome.

Waiver and Release: I fully understand that CROSSFIT LION'S DEN and THE NEW FITNESS, LLC activities, including, but not limited to the personal training / nutritional programs and programs/classes may be strenuous and I choose to participate voluntarily. I accept all responsibility for my health and any results, injury or mishaps that may affect my well-being or health in any way. I waive any claims, demands, causes of action or any claims for relief whatsoever against, and release CROSSFIT LION'S DEN and THE NEW FITNESS, LLC (as well as any of its owners, employees, or other authorized agents, including independent contractors) from any and all liability, claims and/or causes of action that I may have for injuries or other damages, arising out of participation in CROSSFIT LION'S DEN and THE NEW FITNESS, LLC activities, including, but not limited to the personal training / nutritional programs and programs/classes.

Emergency Medical Treatment: In case of emergency, I hereby grant permission to CROSSFIT LION'S DEN and THE NEW FITNESS, LLC to notify the local Emergency Department to provide urgent medical treatment for myself. I agree to assume liability for any and all medical costs incurred as a result of my participation in the Course that are not covered by my insurance, including but not limited to costs of: medical care and treatment, ambulance services, hospital stays, and physician and pharmaceutical goods and services. I agree to indemnify and hold harmless CROSSFIT LION'S DEN and THE NEW FITNESS, LLC (as well as any of its owners, employees, or other authorized agents, including independent contractors) from all liability for such costs.

Photo/Video Release: I hereby grant CROSSFIT LION'S DEN and THE NEW FITNESS, LLC permission to use my photograph/video image for any legitimate purpose, without payment or any other consideration in perpetuity. I hereby authorize CROSSFIT LION'S DEN and THE NEW FITNESS, LLC to record, edit, alter, copy, exhibit, publish or distribute collectively, "Use" all photos and images. I waive the right to inspect or approve the finished product, including written or electronic copy, wherein my photo appears. Additionally, I waive any right to royalties or other compensation arising or related to the use of the photograph or video images. I understand that all photos and images become the sole property of CROSSFIT LION'S DEN and THE NEW FITNESS, LLC. I hereby hold harmless and release and forever discharge CROSSFIT LION'S DEN and THE NEW FITNESS, LLC from all claims, demands, and causes of action which I, my heirs, representatives, executors, administrators, or any other persons acting on my behalf of on behalf of my estate which may have or may have by reason of such Use or this authorization. Upon written request, CROSSFIT LION'S DEN and THE NEW FITNESS, LLC. will remove, to the extent possible, any videos or photographs from our social networking sights.

Exposure to SARS-CoV-2 (also known as Coronavirus) and other pathogens: I understand that by partaking in the activities provided by CROSSFIT LION'S DEN and THE NEW FITNESS, I may increase my risk of exposure to, and contraction of, SARS-CoV-2 and other pathogens. Further, I understand that exposure to these pathogens may have serious health consequences, including death. I fully accept all risks and liabilities associated with partaking in activities provided by CROSSFIT LION'S DEN and THE NEW FITNESS.

Initials of individual or authorized parent/guardian:

Initial here: 

Indemnification: This document is a legal binding contract which supersedes any other agreements or representations by or between the parties and is intended to provide a comprehensive and complete release of liability, but is not intended to assert any claims or defenses which are prohibited by law.

I hereby agree to indemnify, defend, and hold harmless CROSSFIT LION'S DEN and THE NEW FITNESS, LLC (as well as any of its owners, employees, or other authorized agents, including independent contractors) from any and all expenses incurred and claims made that relate to my participation in CROSSFIT LION'S DEN and THE NEW FITNESS, LLC activities, including, but not limited to the personal training / nutritional programs and programs/classes. I hereby agree to indemnify, defend, and hold harmless CROSSFIT LION'S DEN and THE NEW FITNESS, LLC (as well as any of its owners, employees, or other authorized agents, including independent contractors) from any and all expenses incurred and all claims made by myself or others (including but not limited to court costs, attorneys' fees and litigation expenses) that arise out of or result directly or indirectly from my participation in CROSSFIT LION'S DEN and THE NEW FITNESS, LLC activities, including, but not limited to the personal training / nutritional programs and programs/classes, my failure to follow any rules or directions, and/or any of my actions or inactions which cause injury or damage to myself or any other person or property.

I understand that this agreement to indemnify, defend and hold harmless operates for myself as well as on behalf of my spouse, children, parents, guardians, heirs, next of kin and any legal or personal representatives, executors, administrators, successors and assigns, or anyone else who might claim or sue on my behalf.

Florida Law Applies: I agree that the Florida law will apply to all matters relating to this Waiver. I agree that exclusive jurisdiction for any dispute with CROSSFIT LION'S DEN and THE NEW FITNESS, LLC resides in the courts of the State of Florida with mandatory venue in Orange County and expressly consent to the exercise of personal jurisdiction in the State of Florida in connection with any dispute.

Broad Interpretation: I understand and agree that this Waiver is intended to be as broad and inclusive as is permitted by the State of Florida, and that if any provision shall be found to be unlawful, void, or for any reason unenforceable, then that provision shall be severed from this Waiver and does not affect the validity and enforceability of any remaining provisions.

I have carefully read this Waiver and fully understand its contents. I understand that by signing, it 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 signing this form I am waiving valuable legal rights. I am aware that this is a release and waiver of liability and sign it knowingly, voluntarily, and of my own free will.

Initials of individual or authorized parent/guardian:

Initial here: 

☐ I agree to these terms.

Has your doctor ever said that you have a heart condition and that you should only do physical activity recommended by a doctor? *

☐ Yes ☐ No

Do you feel pain in your chest when you do physical activity? *

☐ Yes ☐ No

In the past month, have you had chest pain when you were not doing physical activity? *

☐ Yes ☐ No

Do you lose your balance because of dizziness or do you ever lose consciousness? *

☐ Yes ☐ No

Do you have a bone or joint problem (for example, neck, shoulder, back, knee or hip) that could be made worse by a change in your physical activity? *

☐ Yes ☐ No

Is your doctor currently prescribing drugs (for example, water pills) for your blood pressure, cholesterol or heart condition? *

☐ Yes ☐ No

Do you know of any reason why you should not do physical activity? *

☐ Yes ☐ No

Sign your name below:

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