

## COVETED & 24-HOUR WAIVER

Full Name

Email Address

Gender

Street Address

City

Province/Region

Zipcode

Country

Date of Birth

### Waiver of Rights, Release of Liability, & Assumption of Risk

#### 1. Definitions

As used in this Agreement, the terms listed below shall have the following meanings:

1.1 "Athlete" or "Participant" means any person participating in Gym Usage.

1.2 "Classes" means anything offered as a part of Gym Usage including CrossFit classes, strength classes, metabolic conditioning, and personal coaching/private training or programming as well as open gym activities without personal coaching or group coaching.

1.3 "Owner" means Gonzo Fire Fit Family, LLC, which owns CrossFit Coveted.

1.4 "Gym" means the business known and operated as Gonzo Fire Fit Family LLC and CrossFit Coveted located at 26635 Valley Center Drive #102 (or any subsequent location). "Gym" can also refer to any of the following other areas that the business may be operated at from time to time which includes, but is not limited to: parks, recreational areas, hiking trails, beaches, playgrounds, areas adjacent to the physical location, and/or any area selected for training by Owner, its instructors, employees, agents, or volunteers.

1.5 "Gym Usage" not only refers to being present at the Gym, using equipment, or taking Classes, but also includes without limitation: any Gym related activity whether inside the physical location of the Gym or elsewhere (e.g., hiking trail, park, competition venue, beach, parking lot, etc.), following programming, training during open gym time, following advice, and being physically present in the Gym without taking Classes; all of which may happen in close proximity to other Athletes with varying levels of ability from beginner to advanced.

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#### 2. CrossFit & Group Exercise Classes & Open Gym Usage

2.1 The Gym offers group exercise classes, involving CrossFit, metabolic conditioning, strength training, and personal coaching, as well as open gym hours and activities with no personal coaching or group coaching. As with any physical activity, these Classes and activities can be extremely difficult, strenuous and sometimes dangerous. Understanding this, I have consulted with a doctor and wish to participate in such activities. If I am ever in doubt about the status of my health, I agree to immediately consult with my doctor before continuing with Gym Usage.

2.2 I warrant and represent that I (and/or the minor on behalf of who I am signing this Agreement) have no disability, impairment or ailment preventing me from engaging in exercise or a physical activity that will be detrimental to my health, safety or physical condition.

2.3 I've been encouraged to consult with each individual instructor before the beginning of any Class or activity of Gym Usage to discuss any questions, concern, special health requirement or limitation. If I have any special physical requirements or limitations, I agree to disclose them to the Owner upon becoming a member, as well as to the instructors prior to each Class.

2.4 I understand that I am never obligated to finish or continue a Class or activity of Gym Usage and can excuse myself at any time for any reason. I am under no obligation to do any exercise or activity that I do not wish to participate in, or any movement I am not comfortable doing. I am not required to lift or move any amount of weight.

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#### 3. Acknowledgement & Waiver of Rights

3.1 I give full permission for any person connected with Owner or the Gym to administer first aid to myself (and/or my child), and in the case of serious illness or injury, I give permission to call for emergency medical care and to transport myself or my child to a medical facility deemed necessary for my/his/her well-being.

3.2 I hereby acknowledge and agree that in consideration for being permitted to enjoy the Gym and participate in Gym Usage:

a. I have no physical impairments, injuries, or illnesses that will endanger myself or others.

b. Gym Usage can be dangerous, exposing Participants to many risks and hazards, some of which are inherent in the very nature of the activity itself, others which result from human error and negligence.

c. As a result of the aforesaid risks and hazards, I as a participant may suffer serious personal injury, even death, as well as property loss.

d. I freely and voluntarily assume all risks and hazards, both foreseeable and unforeseeable.

e. I understand that neither the Gym, Owner, nor any of its employees, independent contractors or agents assume any responsibility whatsoever for my safety during my preparation for or participation in Gym Usage.

f. I have carefully read this Agreement and I fully understand it. I am freely and voluntarily signing it.

g. I understand that by signing this release, I am forever giving up the right to sue or file a claim against the Owner, Gym, its principals, employees, independent contractors and agents for any injury, loss, damage, or disability, whether or not such loss or injury is caused solely or partly by the negligence of other Participants, the Gym Owner, or any of its members, employees, independent contractors and agents;

h. I have been given the opportunity and have been encouraged to seek independent legal advice prior to signing this Agreement;

i. I understand that the Owner would not permit me to participate in any Gym Usage unless I signed this Agreement, that this Agreement applies to all Gym Usage whether occurring in the near or distant future, and that the terms of this Agreement need not be brought to my attention each time I participate in Gym Usage in order to be effective.

j. The term "Gym Usage" as used in this Agreement includes without limiting the generality of that term, activities as well as all other events that are in any way authorized, sanctioned, organized or operated by the Gym or Owner whether individually or in groups, including the use of facilities at the location of the Gym, at my home and at any other location.

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#### 4. Release of Liability

4.1 The Gym will not be responsible for any damages or injuries occurring to me or my child while in or about the Gym. Such damage or injury includes without limitation: injuries arising from use by me, or by others, of exercise equipment and machines; injuries arising from or by Participants or others in supervised or unsupervised activities, programs or classes, throughout the Gym; injuries and medical disorders arising from exercising at the Gym such as heart attacks, strokes, heat stress, sprains, broken bones, Rhabdomyolysis, back injury, and torn muscles and ligaments, among others, and accidental injuries occurring anywhere in the Gym including (without limitation), locker/dressing rooms, showers, bathrooms, utility closets, storage rooms, walkways, and the parking lot.

4.2 I hereby release, Owner, Gym, its employees, independent contractors and agents from any and all liability, claims, demands, or rights of action, against the same, as to any injury or property loss, notwithstanding that such injury or loss may be caused solely or partly by the negligence of other Participants, the Gym, Owner, or any of its employees, independent contractors or agents.

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#### 5. Assumption of Risk

5.1 I am aware that there are significant risks involved in all aspects of physical training. These risks include, but are not limited to: falls, injury from the negligence of myself, my training partner, or other people around me; injury or death due to improper use or failure of equipment; and bone breaks, strains and sprains.

5.2 I am aware that any of these above mentioned risks may result in serious injury or death to myself. I willingly assume full responsibility for the risks that I am exposing myself to and accept full responsibility for any injury or death that may result from participation in any activity of Gym Usage, or under the direction of Owner, its staff, instructors, or volunteers.

5.3 I assume all of the risks associated with participating in Gym Usage including risks to my minor child (if any).

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#### 6. Rhabdomyolysis ("Rhabdo") Advisement

6.1 Rhabdomyolysis (referred to as "Rhabdo") is the destruction or breakdown of muscle tissue that leads to the release of muscle fiber contents into the bloodstream. Although rare, Rhabdo is a very serious condition and something to be aware of as I participate in Gym Usage. Part of what makes Rhabdo so serious is that it impairs kidney function, making the kidneys unable to properly filter the blood. This can lead to complications such as kidney failure or compartment syndrome, and in rare cases, death. However, early recognition of Rhabdo symptoms and receiving prompt treatment can prevent permanent damage or disability.

6.2 Rhabdo can be caused by many things such as severe trauma, burns, heatstroke, seizures, metabolic derangements, viral infections, alcohol, drug use, statin medications, genetic defects of lipid and carbohydrate metabolism, and, of particular concern in the CrossFit community, intense exertion, known as exertional rhabdomyolysis.

6.3 Exertional Rhabdo can occur in athletes of all levels of fitness, from beginner to the most advanced competitive athlete.

6.4 The symptoms of Rhabdo can include swelling of the affected body part, either with or without pain, stiffness, weakness, darkening of the urine (to the color of tea or cola), decreased urine output, and an altered mental status. Symptoms can take a few days to show up after the exertion causing it. For instance, exertional rhabdo caused on a Monday, may not produce symptoms out of the ordinary until Wednesday.

6.5 I understand that if I have any concerns as to whether I am experiencing symptoms of Rhabdo, I should immediately go to a hospital. I acknowledge that I am the best person to determine if any symptoms are presenting, and it is my responsibility to be continually aware of my body and any unusual changes. I agree to monitor myself, and to listen to my body.

6.6 I understand that there is a wealth of medical information regarding Rhabdo on the Gym's website, the Internet and from my doctor. I have been encouraged to further familiarize myself with Rhabdo so I may be in the best position to avoid triggering it, and recognizing its early onset if I did.

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## 7. Indemnification

7.1 I recognize that there are serious risks involved in the types of activities offered by Owner and the Gym. I accept financial responsibility for any injury, loss, or damage that I may cause either to myself or to any other person. Should Owner incur attorney's fees or legal costs to enforce this Agreement, I agree to reimburse it for such fees and costs.

7.2 I agree to release, indemnify and hold harmless the Gym, Owner, its principals, employees, independent contractors, volunteers, and agents from any and all actions, claims, liabilities, expenses (including attorney fees/costs) and damages from any injury, loss, damage or death caused to me, my child, or my property whether by negligence, intentional act, omission, breach of contract or in any other way.

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## 8. Photo & Video Release

8.1 Participants involved in any activities offered by Owner and the Gym may be photographed or videotaped during Gym Usage. The undersigned hereby consents to the use of these photographs and/or videos without compensation, on the Gym's website, social media pages, or in any editorial, promotional or advertising material produced and/or published by the Gym or Owner. I am also signing on behalf of my minor children (if any).

## 9. 24-Hour Access

9.1 I am aware that if I have a membership option at CrossFit Coveted that gives me 24-Hour Access to the gym, there will be times I will have access to the gym that are non-staffed. By signing this waiver I acknowledge and understand that non-staffed hours means there will be times when there will be NO SUPERVISION, NO STAFF and NO ASSISTANCE available to me. I understand that if I am injured, become unconscious, suffer a stroke or heart attack or other medical or non-medical emergency, there will be NO RESPONSE from CrossFit Coveted.

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9.2 I acknowledge and understand that CrossFit Coveted recommends that I have a workout partner with me during non-staffed hours.

9.3 I agree to always wear the emergency response device provided by CrossFit Coveted and to have my cell phone with me at all times during non-staffed hours.

9.4 I agree to always perform a comprehensive warm-up and to limit all movements to 75% of max load and effort during non-staffed hours.

9.5 I agree to always use safety equipment such as safety bars, racks and mats during non-staffed hours.

9.6 I agree that I will not perform new or unfamiliar movements or exercises during non-staffed hours.

9.7 I agree to clean and replace equipment after use.

9.8 I agree not to prop open any doors, leave the gym unsecured, or allow anyone entry during non-staffed hours.

9.9 I understand that any violation of the rules and procedures will result in the revocation of 24-Hour Access.

9.9 I have read and understand the 24-Hour Access Safety Procedures Emergency Response Guide (see below).

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## Emergency Response Guide

### Fire

Stay low and evacuate the building.

Call 911.

Fire extinguishers located on the west wall of each main room.

### Severe Weather

Shut off lights and close the doors.

Get away from doors, windows and glass.

Shelter in the bathroom until it's safe.

Call 911.

### Medical Emergency

Call 911: state who, what, where, why, and how.

First Aid Kit located on the east wall, main building.

AED located on the east wall, main building.

### Violent Incident

Call 911 when safe.

Keep distance between you and the threat.

Create barriers to slow down the threat if possible.

Have an exit plan.

If you have to defend yourself be aggressive and unpredictable.

I have read and understand the Emergency Response Guide

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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.

I have carefully read this Agreement and I understand it.

I know that by signing this form I am giving up valuable legal rights. I willingly and voluntarily accept this Agreement and agree to be bound by its terms.

I am also signing this Agreement on behalf of my minor children whether they are participating in a Class, or are merely present at the Gym, at any time for any purpose or event.

I, for myself and on behalf of my heirs, assigns, personal representatives and/or next of kin, forever WAIVE, RELEASE, DISCHARGE and COVENANT NOT TO SUE Owner, the Gym, their representatives, partners, principals, agents, independent contractors, or employees, for any injury, loss, death, damage, or ailment resulting from Gym Usage.

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