

## BLUE EAGLE ATHLETE WAIVER

Full Name

Email Address

Gender

Street Address

City

Province/Region

Zipcode

Country

Date of Birth

### Blue Eagle Fitness & Nutrition and/or CrossFit Blue Eagle ("Blue Eagle")

#### Waive and Release

##### General Waiver

This waiver of Liability, Release, Acknowledgement of Risk, and Indemnification Agreement ("Waiver Agreement") pertains to Blue Eagle Fitness & Nutrition, CrossFit Blue Eagle, and all associated entities, such as nutrition or massage services ("Blue Eagle"). It is intended to be, and is, legally binding. If any aspect of this Waiver Agreement requires clarification, please have an owner, manager, or coach fully explain it before signing. By signing the Waiver Agreement, you are agreeing to all terms set forth in this Waiver Agreement. You and/or the person on whose behalf you are signing, are waiving the right to bring any type of action, whether in court or otherwise, to recover compensation or obtain any other remedy for any personal injuries, damages to property, any accident or incident of any type, or death, arising out of or related to your use of facilities, grounds, climbing walls, exercise areas, classes, equipment, massage services, whether the use is supervised or unsupervised. While Blue Eagle offers activities in a controlled environment, there is still an assumed risk of injury to persons. In agreeing to this Waiver Agreement, I hereby acknowledge, understand, and agree on my behalf, and upon behalf of the person for whom I am signing, that the use of Blue Eagle, its facilities, equipment, barbell rig, classes and/or participating in activities sponsored by Blue Eagle even outside their business location has inherent risks. These risks include, but are not limited to, any injury or damage resulting from the following:

- Negligence of employees, volunteer assistants, and/or independent contractors;
- Negligent misuse of the facility, rig, barbells, dumbbells, kettlebells, ropes, boxes, or other equipment;
- Falling off or impacting against the bars, impact surface, floors, boxes, ladders, or anything else;
- Trip hazards from uneven surfaces or equipment, whether that equipment is supervised or unsupervised;
- Rope abrasion, entanglement, or other activities occurring on the premises;
- Cuts or abrasions resulting from any cause whatsoever;
- Failure of the equipment, whether inside or outside;
- Failure of coaches, supervisors, or other participants, to control or supervise their equipment;
- Personal health problems, whether mental or physical;
- Negligence or illness of other participants, visitors, or observers or persons who may be present in or around the exercise area or facility; and/or
- Negligence, illness, or lack of adequate training of any person(s) who seek to assist with medical or other help either before or after any injury or damage may occur.

In consideration of being allowed to participate in the activities and programs of Blue Eagle and to use its facilities, equipment, and machinery in addition to the payment of any fee or charge, I, for myself, my heirs and assigns, hereby waive, release, and forever discharge Blue Eagle, and their officers, agents, employees, representatives, executors and all others from any and all, responsibilities or liability from injuries or damages resulting from my participation in any activities or my use of equipment, barbells, dumbbells, boxes, ropes, or machinery in the above-mentioned activities. I do hereby release all of those mentioned and any others acting upon their behalf from any responsibility or liability for any injury or damage to myself, including those caused by the negligent act or omission of any of those mentioned or others acting on their behalf or in any way arising out of or connected with my participation in any activities or the use of any equipment at Blue Eagle.

I understand and am aware that exercise and fitness activities, including but not limited to running, jumping, lifting, pressing, and climbing, including the use of the equipment, are all potentially hazardous activities. I also understand that exercise and fitness activities involve a risk of injury or even death, and I am voluntarily participating in these activities and using equipment with knowledge of the dangers involved. I do hereby expressly assume and accept any and all risks of injury or death.

I do hereby declare myself to be physically sound and suffering from no condition, impairment, disease, infirmity, or other illness that would prevent my participation or use of equipment, barbells, dumbbells, ropes, or machinery except as herein stated. I acknowledge I have either had a physical examination and been given my physician's permission to participate, or I have decided to participate, in the activities of exercise, fitness, massage, and nutrition, and the use of the equipment, barbells, dumbbells, kettlebells, ropes, boxes, ladders, or machinery, without the approval of my physician and do hereby assume all responsibility for my participation and activities and utilization of equipment and machinery in my activities.

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##### Equipment

I agree to inspect before use all equipment offered for use at Blue Eagle, including without limitation, exercise and fitness equipment and apparatus or other equipment (the "Equipment") and to ask questions of the Blue Eagle personnel and/or instructors if I do not fully understand how to use the Equipment. I

warrant that information provided to Blue Eagle personnel will be accurate and complete. If I am under the age of 18, my parent or guardian being at least 18 years old and agreeing to this Agreement on my behalf ("Adult"), understands that he/she may not be available or present when my Equipment is provided, fitted or adjusted and hereby waives the opportunity to inspect the use and fitting of the Equipment and authorizes Blue Eagle personnel to oversee the use and fitting of the Equipment. I understand that, although I may be wearing protective or support gear, as applicable, such gear cannot guarantee my safety or protect the wearer against all potential injuries or prevent all injuries. I accept for use "AS IS" any Equipment used at Blue Eagle and agree to identify or return either before use or promptly after discovery for replacement or repair any Equipment that I believe may be damaged or defective in any way. If I am under the age of 18, Adult accepts full responsibility for the care of the Equipment and agrees that Adult will be responsible for the replacement at full retail value of any Equipment damaged or not returned.

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#### **Personal Responsibility**

I must maintain control at all times while participating in activities at Blue Eagle. I understand that injuries and harm may result from activities, including working with and around weightlifting, exercise and fitness equipment and apparatus, climbing ropes, peg boards, walls, sports, music or entertainment equipment and machinery from a variety of causes, including the acts or omissions of other persons, weather, ice, terrain, ground and environmental conditions and other causes not necessarily predictable or within anyone's control. I agree and acknowledge that Blue Eagle does not accept any responsibility for injury, illness, loss, or damages suffered by me and that obtaining insurance to cover these risks is my own responsibility. I acknowledge and agree that it is my responsibility to have any insurance including, without limitation, medical, accidental disability and death coverage and liability insurances, that I may wish to have or it is advisable to have. I acknowledge that Blue Eagle does not, and will not have, insurance that covers me. I understand and agree that I am solely responsible for any medical costs and expenses (including insurance costs) incurred directly and/or indirectly by me as a result of my attendance at Blue Eagle.

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#### **Consent to Medical Treatment**

In connection with any injury that I may sustain or illness or other medical conditions that I may experience at Blue Eagle, I authorize and consent to receive any emergency first aid, medication, and/or medical treatment deemed necessary by Blue Eagle personnel. I acknowledge that Blue Eagle is under no obligation to provide such medical treatment or services, and Blue Eagle does not warrant or make any representation concerning the adequacy or continuation of such medical services, nor can Blue Eagle be deemed responsible or held liable for any claims arising out of the provision of such medical services or the failure to provide or to continue to provide such medical services. I ACKNOWLEDGE AND AGREE THAT EMERGENCY ASSISTANCE AND/OR TREATMENT MAY BE RENDERED BY PERSONS WITH TRAINING OR EXPERIENCE WHICH MAY NOT BE ADEQUATE FOR CERTAIN MEDICAL SITUATIONS AND/OR THE INJURIES SUSTAINED BY ME, WHICH INJURIES MAY BE COMPOUNDED BY NEGLIGENT FIRST AID OR EMERGENCY RESPONSE OF THE RELEASED PARTIES OR OTHER INDIVIDUALS OR MEDICAL OR EMERGENCY PERSONNEL AND WAIVE ANY CLAIM IN RESPECT THEREOF. I expressly acknowledge that if Blue Eagle personnel deems it necessary to call emergency services (9-1-1), I shall be responsible for all costs associated with such medical care and related transportation.

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#### **Personal Property**

I am responsible for the security and safety of my own property and any personal effects I use, bring to, or leave at Blue Eagle or otherwise related to any Blue Eagle event, and I acknowledge that Blue Eagle does not guarantee the security or safety of my property. Should I leave any property at Blue Eagle or otherwise in the custody of the Released Parties, I do so at my sole and absolute risk. Blue Eagle shall not have any liability to me or anyone else in the event of loss, damage, destruction, or use, whether authorized or not, by any person or theft of any such property.

#### **Indemnification**

I recognize there may be risks involved in the types of activities offered by Blue Eagle, including but not limited to personal training, group classes, massage, and nutrition coaching. As such, I accept full and complete financial responsibility for any injury or death that may be caused either to me or to any other participant due to my negligence. Should I, or anyone acting on my behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to reimburse such fees and costs. I further agree to indemnify and hold harmless Blue Eagle and/or Blue Eagle's owners, officers, directors, representatives, partners, officials, principals, agents, employees, coaches, subsidiaries, volunteers, or assigns, as well as their independent contractors, from liability for the injury or death of any person or people and damage to property that may result from my negligent or intentional act or omission while participating in activities offered by Blue Eagle. I acknowledge this agreement extends to the primary location of exercise and fitness as well as any other location deemed appropriate solely by Blue Eagle. Other locations include, but are not limited to parking lots, roads, parks, recreational areas, playgrounds, areas adjacent to the primary location of fitness and exercise, and/or any area selected for training by Blue Eagle.

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#### **Nutrition Services**

I understand I should consult my physician if I have any medical issues. I acknowledge nutrition services are not to be in place of any medications. I agree to hereby waive any claims or rights that I might otherwise have to sue Blue Eagle and its employees, independent contractors, or agents, as well as Healthy Steps Nutrition LLC or Precision Nutrition, their employees, independent contractors, or agents, if injury/harm to you that may result from participation in nutrition, weight loss programs or personal training sessions. I acknowledge I have CAREFULLY READ this waiver and release and fully understand it is a release of liability. I am waiving any right to bring legal action or to assert a claim against Blue Eagle, Healthy Steps Nutrition, and Precision Nutrition.

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#### **Photo & Video Release**

I hereby give permission for images of me or my likeness, which may be captured during or outside regular and/or special activities through video, camera, phone, and digital camera, to be used for purposes determined solely by Blue Eagle in materials, including but not limited to editorials, promotions, publications, and websites. I waive any and all rights of compensation or ownership thereto.

In the event I am signing this Waiver Agreement on behalf of a minor, I hereby give permission for images of the minor in my care, which may be captured during or outside regular and/or special activities through video, camera, and digital camera, to be used for purposes determined solely by Blue Eagle in materials, including but not limited to editorials, promotions, publications, and websites. I waive any and all rights of compensation or ownership thereto. Real names will not be published of minors.

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#### **Rhabdomyolysis**

In consideration for continued access to the training facility identified herein as Blue Eagle, I hereby acknowledge the significant risks associated with the physical training and programming at this facility. I acknowledge and attest to having fully and carefully read and reviewed this Waiver Agreement, including all subparagraphs prior to engaging in any physical activity at this facility.

Rhabdomyolysis ("Rhabdo") can occur when an individual's physical activity is so intense that muscular cells begin to breakdown and the contents and/or remaining materials enter the bloodstream. Rhabdo may be caused by many other systemic or environmental causes. However, exertional Rhabdo can occur in athletes of all levels of fitness, resulting in muscle cell destruction. The skeletal muscle breakdown impairs kidney function as those organs are unable to handle increased enzymes that are released into the bloodstream. This induces severe physiological changes in the body. The symptoms of Rhabdo include muscle pain, stiffness and extreme weakness, darkening of the urine similar to the color of tea or cola, decreased urine output, altered mental status, swelling of the body part involved, either with or without pain. A Rhabdo symptom is pain out of proportion to the amount of soreness that one would generally expect, often producing pain much quicker than one would expect after a workout.

I understand that any concerns on my part that I am experiencing any of the symptoms of Rhabdo require immediate presentation to a hospital for emergency treatment. I acknowledge that no third party, either from the facility or otherwise, will be capable of monitoring my urine output or color, and it is my responsibility to be continually cognizant of this symptom and all other symptoms and to monitor them in my own body at all times. I agree that I will remove myself from participation and seek medical treatment of my own accord should I have any concerns regarding possible symptoms of Rhabdo. I understand that statistically, individuals most likely to experience Rhabdo are those who are in good shape by general standards or who were previously in good physical shape. This includes individuals who were competitive athletes. I acknowledge that often the more mentally tough an athlete is and the more athletic they were in the past or currently are, the greater the risk of exposure to Rhabdo.

I agree to monitor myself in a manner that is proportionate to the potential injury that can be occasioned by this condition. I acknowledge and understand that I am the only individual capable of determining if I am experiencing Rhabdo symptoms. I hereby agree and do willingly assume responsibility for any risks that I expose myself to and accept full responsibility for any injury or death that may result from participating in this significantly demanding physical activity. There is a wealth of medical and popular information regarding Rhabdo. It is strongly recommended that you review and evaluate information from all sources available to you, including your physician, prior to executing this Waiver Agreement or participating in strenuous physical activity.

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#### **Infectious Disease**

I understand that despite all the precautions I, other members, and Blue Eagle may take, there is no guarantee of my health or safety, and I may still be exposed to infectious disease, including but not limited to flu, COVID-19, etc., including through interactions with other individuals. By executing this release and gaining access to the facility or workout area that may be offsite, I, on behalf of myself, my heirs, beneficiaries, representatives, successors and assigns: (1) voluntarily assume all risks associated with any exposure to infectious diseases, including, but not limited to suffering any type of medical condition, illness and, potentially, death; and (2) knowingly and voluntarily waive, release, covenant not to sue, forever discharge, indemnify, and hold harmless Blue Eagle, its parents and subsidiaries and their respective officers, directors, employees, contractors, agents, representatives, successors and assigns ("Released Parties") from any and all liability, damages, losses, suits, demands, causes of action to the fullest extent permitted by the laws of this state, or any other claims of any nature whatsoever, arising out of or relating in any way to my use of the facility and my potential exposure to infectious diseases.

I do hereby certify and represent the following statements will be true every time I participate in activities and programs of Blue Eagle and use its facilities: I will not have a temperature above 100.0 F, I will not have knowingly had close contact with anyone who has tested positive for an infectious illness, and I will not have had flu-like symptoms in the past twenty-four hours.

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#### **Waive & Release**

I hereby acknowledge that I have fully read this document and have been given the opportunity to ask any questions that I may have regarding its contents. 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 Blue Eagle and/or Blue Eagle's owners, officers, directors, representatives, partners, officials, principals, agents, employees, coaches, subsidiaries, volunteers, or assigns, as well as their independent contractors.

I have read and understood the foregoing assumption of risk and release of liability, and I understand that by signing it, I am obligated 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 Waiver Agreement, I am waiving valuable legal rights.

I also give full permission for any person connected with Blue Eagle to administer first aid deemed necessary, and in case of serious illness or injury, as solely

determined by Blue Eagle, I give permission to call for medical or surgical care, or to transport to a medical facility.  
In the event I am signing this Waiver Agreement on behalf of a minor, I acknowledge I have the right to do so and that all of the above articles apply to the minor.

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☐ 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