

## DETOUR ATHLETICS WAIVER

**Full Name**

**Email Address**

**Gender**

**Street Address**

**City**

**Province/Region**

**Zipcode**

**Country**

**Date of Birth**

PLEASE NOTE: This waiver of Liability, Release, Acknowledgement of Risk, and Indemnification Agreement ("Waiver Agreement") is intended to be, and is, legally binding.

If any aspect of this "Waiver Agreement" requires clarification, have an Arnold Athletics LLC, also referred to as Detour Athletics herein, employee fully explain it before signing. By signing the Arnold Athletics LLC, "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 Detour Athletics, its facilities, grounds, exercise areas, classes, equipment, whether the use is supervised or unsupervised. While Arnold Athletics LLC offers these activities in a controlled environment, there is still an assumed risk of injury to persons using Detour Athletics. 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 Detour Athletics, its facilities, equipment, climbing walls, classes and/or participating in activities sponsored by Arnold Athletics LLC have inherent risks. These risks include, but are not limited to, any injury of damage resulting from:

Negligence of employees, volunteer assistants, independent contractors of Arnold Athletics LLC. Negligent misuse of the facility or equipment of Detour Athletics; falling or impacting against the walls, impact surface, floors, or anything else; equipment abrasion, entanglement or other activities occurring on the premises; cuts or abrasions resulting from any cause whatsoever; failure of the fixtures or equipment, whether inside or outside; personal health problems, whether mental or physical; negligence of other members, visitors, or observers or persons who may be present in or around the facility; and/or negligence 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.

### Arnold Athletics LLC RELEASE OF LIABILITY

1. In consideration of being allowed to participate in the activities and programs of Detour Athletics (also referred to as Arnold Athletics LLC herein) 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 Arnold Athletics LLC 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, classes, 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 of Detour Athletics.

**Initial here:**

1. I understand and am aware that fitness and crossfit, including the use of the equipment, are all potentially hazardous activities. I also understand that fitness activities involve a risk of injury or even death, and that I am voluntarily participating in these activities and using equipment and machinery with knowledge of the dangers involved. I hereby expressly assume and accept any and all risks of injury or death.

Initial here:

1. 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 or machinery except as herein stated. I acknowledge that I have either had a physical examination and been given my physician's permission to participate, or that I have decided to participate in the activity of fitness and crossfit and the use of the equipment, fixtures and 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.

Initial here:

1. Media Release: By entering Detour Athletics, you acknowledge and agree that photographs and videos may be taken of you during workouts, classes, and other activities. These images and videos may be used for social media, marketing, and promotional purposes. If you prefer not to be included in any media, please inform a coach or team member prior to participating in any activity.

Initial here:

#### RHABDOMYOLYSIS ("RHABDO") RELEASE AND WAIVER

Rhabdomyolysis (hereinafter referred to as "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.

Initial here:

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 prior 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.

Initial here:

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. 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 Arnold Athletics LLC and any of their officers, directors, representatives, partners, officials, principals, agents or employees, subsidiaries, or assigns, as well as their independent contractors.

Initial here:

☐ I agree to these terms.

On a scale of 1-10 what is your current fitness level? (10 being extremely good) \*

Do you have any current or past medical conditions? Injuries? please list or say "no" \*

What Are your primary fitness goals? select as many that apply \*  
No answers to show...

Is your spouse in favor of you being healthy?  
No answers to show...

Sign your name below:

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