

## PROTOTYPE TRAINING SYSTEMS WAIVER FORM

Full Name

Email Address

Gender

Street Address

City

Province/Region

Zipcode

Country

Date of Birth

Prototype Training Systems Waiver:

At Prototype Training Systems, health and safety are taken very seriously. Please fill out the following thoroughly to better help us be aware of any current or past health concerns.

Please read the following carefully before signing.

### Photography/Video Release:

Participants involved in any activities offered by PTS Training may be photographed or videotaped during training. The undersigned hereby consents to the use of these photographs and/or videos without compensation, on the PTS Training website or in any editorial, promotional, or advertising material produced and/or published by PTS Training:

Participant or Parent/Guardian Initials:

Initial here:

### Assumption of Risk, Release of Liability, and Hold Harmless Agreement

I, the undersigned, acknowledge that I have voluntarily elected to participate in the disciplines and activities of PTS Training on behalf of myself or my minor

Initial here:

I understand that the disciplines of CrossFit, Martial Arts, Parkour, Free-running, yoga, and other training events and practices (collectively referred to as "Prototype Training Systems"), can be dangerous and involve risks of injury and death. I understand that the moves involved at Prototype Training Systems such as running, jumping, climbing, lifting, grappling, vaulting, and other strenuous movements entail certain risks that are unpredictable. The risks of such movements involved in high-intensity, high-impact activities may include, among other things: slips and falls; falling from equipment; rope burns; pinches; scrapes; twists and jolts that could result in scratches, bruises, sprains, lacerations, fractures, concussions, broken bones, muscular soreness; wrist, arm, and shoulder injuries; musculoskeletal injuries including head, neck, and back; injuries to internal organs; the negligence of other people; my own physical condition; and the risk of emotional and psychological injuries or physical damage associated with this activity. Traveling to and from events and training activities raises the possibility of any manner of transportation accidents. Participant or Parent/Guardian Initials:

Initial here:

I agree to cease activity immediately if I feel faint, lightheaded, weak, or in pain. I certify that I am in good physical condition and that I am aware of no physical impairments, illness, or injuries that prevent me from participating in any activities at PTS Training. PTS training employees are highly skilled and professionally trained. They seek safety first above all else, but they are not infallible. They might be unaware of a participant's true fitness or abilities. They might misjudge the weather, surfaces, or other environmental conditions. It is ultimately up to me and not the instructors, to discontinue activity if I feel that the environment, a physical condition, the actions of myself or others, or any other reason, prohibits safe training. I understand and acknowledge that my participation at Prototype Training Systems may involve risk of serious injury or death resulting from the actions, inactions, or negligence of myself and others, the condition of the facilities, equipment, or areas where PTS takes place, and/or the physically demanding nature of fitness training. I or my Parent or Guardian, where applicable, warrant and promise that I assume full responsibility for my conduct and safety at all times, whether or not in actual participation and/or during training in CrossFit at any site(s). I understand that this activity takes place on and off the PTS Training premises. Participant or Parent/Guardian Initials:

Initial here:

I understand and agree that neither PTS Training, nor any of its owners, directors, employees, participants, volunteers, sponsors, advertisers, and if applicable, owners and lessors of the premises on which the Event(s) takes place (collectively and hereinafter "Releases") or agents may be held liable for any claims or causes of action, and I personally assume full responsibility for any risks or loss, property damage, stolen property, or personal injury, including death, that may be sustained by me as a result of my participation in any activity at PTS Training whether foreseeable or unforeseeable. I agree to use my personal medical insurance as a primary medical coverage payment if accident or injury occurs. I give full permission for myself, or, if I am signing on behalf of a minor child, for any person connected with PTS Training to administer first aid deemed necessary, and in case of serious illness or injury, I give permission to call for medical and/or surgical care for the minor or myself and to transport the minor or myself to a medical facility deemed necessary for the well-being of the minor or

myself. I agree to indemnify PTS Training for any and all claims brought on my behalf or on the behalf of the named minor by any person acting on myself or my child's behalf; I accept responsibility for all medical expenses incurred by myself or my child in connection with Prototype Training Systems LLC or the use of the PTS Training facilities. Participant or Parent/Guardian Initials:

Initial here:

The participant recognizes that there is risk involved in all types of activities offered by PTS Training and that such risks cannot be eliminated without jeopardizing the essential qualities of the activity. Therefore the participant accepts full financial responsibility for any injury that the participant may cause either to him/herself or to any other participant due to his/her negligence. Should the above-mentioned parties, or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to reimburse them for such fees and costs. I further agree to indemnify and hold harmless PTS Training, its "Releases" and other participants from liability for the injury or death of any person(s) and damage to property that may result from my negligent or intentional act or omission while participating in activities offered by PTS Training, at the main building, Virtually or abroad. This includes but is not limited to parks, recreational areas, playgrounds, areas adjacent to the main building, trails, and/or any other area selected for an activity by PTS Training. I have read the foregoing assumption of risk, and release of liability, and by signing it I acknowledge that I fully understand its terms. I have signed it freely and voluntarily without any inducement, assurance, or guarantee being made to me. I understand that by signing this form I am waiving valuable legal rights, and intend my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

**Additional Terms for Performance and Recovery Services:**

**Infrared Sauna and Red Light Therapy:** I understand that the use of infrared sauna and red light therapy involves exposure to heat and light, which can pose risks such as dehydration, burns, and adverse reactions in individuals with certain health conditions. Contraindications for using these modalities include but are not limited to pregnancy, severe heart conditions, heat sensitivity, and skin conditions that react adversely to heat or light. I agree to inform PTS Training of any such conditions before using the infrared sauna or red light therapy.

**Cold Plunge:** I understand that the use of a cold plunge involves exposure to cold temperatures, which can pose risks such as hypothermia, frostbite, and adverse reactions in individuals with certain health conditions. Contraindications for using this modality include but are not limited to cardiovascular issues, Raynaud's disease, and sensitivity to cold. I agree to inform PTS Training of any such conditions before using the cold plunge.

I acknowledge that I have been informed about the proper usage, potential risks, and contraindications of the infrared sauna, red light therapy, and cold plunge, and I agree to use these facilities responsibly. I understand that it is my responsibility to cease use immediately of any of the performance and recovery services if I experience any adverse symptoms and to seek medical attention if necessary.

Participant or Parent/Guardian Initials:

Initial here:

I have read the foregoing assumption of risk, and release of liability, and by signing it I acknowledge that I fully understand its terms. I have signed it freely and voluntarily without any inducement, assurance, or guarantee being made to me. I understand that by signing this form I am waiving valuable legal rights, and I intend my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law. Participant or Parent/Guardian Initials:

Initial here:

☐ I agree to these terms.

**How did you hear about Prototype Training Systems? \***

**Do you smoke? \***

☐ Yes ☐ No

**Do you drink alcohol?**

☐ Yes ☐ No

**How often...**

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**Do you currently take prescription medications?**

☐ Yes ☐ No

**If yes, which ones and their purposes...**

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**Do you currently exercise?**

☐ Yes ☐ No

**If yes, how many times per week?**

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**Do you currently play any sports?**

☐ Yes ☐ No

**What is your current level of fitness? (1 very low, 10 being very high) \***

No answers to show...

**Do you currently have any pain? (knee, back, etc.)**

☐ Yes ☐ No

**Explain...**

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**Previous injuries or surgeries?**

☐ Yes ☐ No

**Please explain...**

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**Do you have any health conditions (ex. asthma, heart condition, high blood pressure, diabetes, etc.)?**

☐ Yes ☐ No

**Please explain...**

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Sign your name below:

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Please read the [Electronic Records and Signature Disclosure](#)

☐ I agree to use electronic records and signatures