

ATHLETE WAIVER

Full Name

Email Address

Gender

Street Address

City

Province/Region

Zipcode

Country

Date of Birth

Assumption of Risk - Release of Liability - Open Gym Access Assumption of Risk - Photography and Video Release - Waiver of Claims & Indemnity Agreement

BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE:

CF Downtown Santa Ana LLC (DBA "CrossFit Downtown Santa Ana"), owners, partners, principals, volunteers, directors, officers, employees, contract-employees, trainers, instructors, agents, officials, independent contractors, representatives, successors and assigns (hereinafter referred to as "CrossFit Downtown Santa Ana").

Express assumption of risk: I, the undersigned, am aware that there are significant risks involved in any physical training regimen. These risks include, but are not limited to: 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. ***Injury may also result simply from the fact of physical training itself. By its very nature, physical training seeks to have me push beyond my physical and mental limits in order to produce a physical adaptation by my body. This requires feedback from me to my trainer regarding what is happening with my body. Excessive work can result (in rare cases) 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. While this type of injury is rare, it can occur due to a number of factors, including (but not limited to) genetic predisposition, medication, or other factors that are beyond the control of my trainer.*** I am aware that any of these above mentioned risks may result in serious injury or death to myself and or my partner(s). 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 or class while training with CrossFit Downtown Santa Ana.

Furthermore, I understand there are inherent risks in all aspects of physical training and I acknowledge that I have been informed of the possible strenuous nature of CrossFit training and the potential for undesirable physiological results including, but not limited to, abnormal blood pressure, muscle soreness and fainting. I also acknowledge that I have been specifically warned about the medical condition "Rhabdomyolysis" and accordingly I have been advised to limit my effort in order to minimize the risks associated with this condition.

Initial here:

Open Gym Program Access (24/7 Access) Assumption of Risk: CrossFit Downtown Santa Ana Strongly Recommends that you clear your participation in any exercise program with your physician. Use of the facilities and equipment under the Open Gym/24/7 Access Program is unmonitored, and your use of CrossFit Downtown Santa Ana equipment and facilities is at your own risk—CrossFit Downtown Santa Ana will not be responsible or liable for any injury or damages incurred by you arising or connected in any way with your use of CrossFit Downtown Santa Ana equipment and facilities. Membership is at CrossFit Downtown Santa Ana's sole discretion and any violation of the rules and regulations can result in cancellation of membership.

IN CONSIDERATION OF CROSSFIT DOWNTOWN SANTA ANA MAKING ITS EQUIPMENT AND FACILITIES AVAILABLE FOR MY USE, I ACKNOWLEDGE AND AGREE AS FOLLOWS:

- I am fully aware that my access to the CrossFit Downtown Santa Ana equipment and facilities will be unattended and I am solely responsible for my own safety and well-being while participating in physical training activities at the CrossFit Downtown Santa Ana facilities or utilizing the CrossFit Downtown Santa Ana equipment.
- I recognize and understand that physical training is not without varying degrees of risk, which may include, but are not limited to the following: Injury to the musculoskeletal and/or cardio respiratory systems, 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, or injury or death due to a medical condition, whether known or unknown by me.
- I willingly assume full responsibility for any and all risks that I am exposing myself to as a result of my participation in physical training and accept full responsibility for any injury or death that may result from my participation.
- I hereby certify that I know of no medical problems that would increase my risk of illness and injury arising from the use of the CrossFit Downtown Santa Ana equipment or facilities. I understand there exists the possibility of adverse physical changes during physical training. I fully understand that these changes could include abnormal blood pressure, fainting, disorder or heart rhythm, stroke, and in very rare instances, heart attack or even death. I understand that

certain prescribed medications may exacerbate these physiological changes and create an even greater risk of physical damage or death. With my full understanding of the above information, I agree to assume any and all risks arising from or in any way associated with my voluntary participation in CrossFit Downtown Santa Ana physical activities or the use of the CrossFit Downtown Santa Ana equipment or facilities under the Open Gym/24/7 Access Program.

Initial here:

Release of Liability: In consideration of the above mentioned risks and hazards and in consideration of the fact that I am willingly and voluntarily participating in the activities available at CrossFit Downtown Santa Ana, I, the undersigned hereby release CrossFit Downtown Santa Ana, their principals, partners, agents, employees, contract-employees, landlords and volunteers from any and all liability, claims, demands, actions or rights of action, which are related to, arise out of, or are in any way connected with my participation in this activity, including those allegedly attributed to the negligent acts or omissions of the above mentioned parties. This agreement shall be binding upon me, my successors, representatives, heirs, executors, assigns or transferees. 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. If I am signing on behalf of a minor child, I also give full permission for any person connected with CrossFit Downtown Santa Ana 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 child and to transport the child to a medical facility deemed necessary for the well being of the child.

Initial here:

I, the undersigned acknowledge that I have no physical condition, illness, or impairment that I know of that will endanger myself or others.

Initial here:

Indemnification: The participant recognizes that there is risk involved in the types of activities offered by CrossFit Downtown Santa Ana. Therefore the participant accepts 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 CrossFit Downtown Santa Ana, their principals, partners, agents, employees, contract employees, landlords and volunteers 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 CrossFit Downtown Santa Ana.

Initial here:

Photo Release and Video Monitoring: I hereby grant to CrossFit Downtown Santa Ana and its legal representatives and assigns, the irrevocable and unrestricted right to use and publish photographs or videos of me, or my likeness, or images in which I may be included, on the web, social media and/or in any other publication of any media that publicizes or promotes CrossFit Downtown Santa Ana or Catalyst Fitness entities in any way; and to alter the same without restriction, including the right to crop the photograph or not to use the photograph; and to copyright the same for CrossFit Downtown Santa Ana. I hereby release CrossFit Downtown Santa Ana and his/her legal representatives and assigns from all claims and liability relating to said photographs. I also understand that CrossFit Downtown Santa Ana utilizes 24 hour video recording cameras placed throughout the gym. I hereby acknowledge and agree to this practice and release any rights, privacy or privileges to access the security footage.

Initial here:

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 CrossFit Downtown Santa Ana facility. I understand that CrossFit Downtown Santa Ana cannot guaranty the security or safety of my property. Should I leave any property at CrossFit Downtown Santa Ana or otherwise in the custody of CrossFit Downtown Santa Ana, I do so at my sole and absolute risk. CrossFit Downtown Santa Ana 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.

I have read and understood the foregoing assumption of risk, open gym access program, release of liability, photo and video release and 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.

Warning---SAFETY FIRST: High intensity exercise must be approached cautiously in the beginning, a gradual ramp up of intensity is necessary to allow muscles cells to adapt to the new demands being placed on them. Failure to do so, opens the door to a life threatening condition, known as 'Rhabdomyolysis'. In short, the muscle cells are severely damaged, flooding the bloodstream with toxins that can overwhelm the kidneys as they attempt to cleanse the blood, leading to potential kidney failure. That being said, it is important that you start at a reduced intensity. Brown urine, complete muscle weakness and/or swelling of joints are warning signs of 'Rhabdo'. If you develop these symptoms, seek medical assistance immediately.

Initial here:

I agree to these terms.

Have you ever done CrossFit before?

Yes No

If "Yes", please tell us where and for how long.

Do you have any pre-existing injuries or medical conditions?

Yes No

If "Yes", please explain?

How did you hear about us?

No answers to show...

Sign your name below:

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