

## ATHLETE WAIVER

Full Name

Email Address

Gender

Street Address

City

Province/Region

Zipcode

Country

Date of Birth

### A. GENERAL

I am at least 18 years of age, or I am the parent or legal guardian of a person under the age of 18, and wish to acknowledge my assumption of risk and waiver of other rights associated with my, or my minor child's, use of and participation in the facilities, equipment and programs offered by RTA Fitness, LLC d/b/a CrossFit West Des Moines ("CrossFit WDM").

CrossFit WDMs direct and indirect subsidiaries and affiliates, and all of their employees, contractors, officers, directors, agents, representatives, sponsors, volunteers and any other entity or person acting for them, and all of their successors and assigns, are collectively referred to and covered by this Membership Agreement as "CrossFit WDM." In consideration of using CrossFit WDM facilities, including but not limited to the Use of CrossFit WDMs Premises and Services by me, any of my minor children or wards who may be member(s) ("Minor Member(s)"), or any of my guests ("Guests"), I hereby agree to all of the terms and conditions in this Waiver of Liability Agreement ("Waiver Agreement"), including the ASSUMPTION OF RISK, WAIVER OF LIABILITY, DEFENSE AND INDEMNIFICATION, and HEALTH AND SAFETY provisions below.

By providing an e-mail address, I expressly consent to receiving both membership-related and commercial e-mail messages regarding various CrossFit WDM products and services.

### B. ASSUMPTION OF RISK

I understand that there are dangers, hazards, and risks of injury or damage, some of which are inherent, in the use of CrossFit WDMs premises, facilities, equipment, services, activities or products, whether available through Base Dues or a separate fee.

Use of Premises and Services. I understand that use of CrossFit WDMs premises, facilities, equipment, services, activities or products ("Use of CrossFit WDMs Premises and Services") can include but is not limited to (1) use of Verti-GO's equipment or other collocated fitness equipment, rest rooms, kids' play areas, entryways, sidewalks, parking lots and any other facilities or equipment; (2) use of personal training services and group fitness classes (including ROMMODO); and (3) all other programs, activities, classes, sessions, seminars, workshops, assessments, events, amenities, or benefits that are sponsored, endorsed or operated by CrossFit WDM on or off its premises.

Risks. I understand that the dangers, hazards, and risks of injury or damage in the Use of CrossFit WDMs Premises and Services ("Risks") may include but are not limited to (1) slips, trips, collisions, falls, and loss of footing or balance, including "slip and falls" and falls from climbing structures or fitness equipment; (2) equipment failure, malfunction, or misuse; (3) property theft, loss or damage, including from waiting areas or vehicles; and (4) other accidents or incidents that may result in injury or damage to me, Minor Member(s) or Guest(s).

Injuries. I understand that such injuries or damages may include but are not limited to major or minor personal, physical, bodily, emotional, mental, economic, property or other types of injuries or damages ("Injuries") to me, Minor Member(s) or Guest(s), including but not limited to (1) death; (2) paralysis, brain damage, heart attacks, strokes, disfigurement, heat stress and/or heat stroke, dehydration, rhabdomyolysis, concussions, hearing loss, torn or damaged muscles or ligaments, broken bones, allergic reactions, burns, sprains, bruises and scrapes; (3) aggravation of pre-existing injuries or medical conditions; (4) pain and suffering; (5) loss of consortium, love, affection, comfort, companionship, or care; (6) emotional distress, embarrassment, humiliation, or shock; (7) lost wages or lost earning capacity; (8) lost, stolen or damaged property; and (9) any other disability, impairment, incapacity, injury or damage.

I understand that Risks and Injuries in the Use of CrossFit WDM Premises and Services (collectively, "Risks of Injury") may be caused, in whole or in part, by the ORDINARY NEGLIGENCE OF CROSSFIT WDM, me, Minor Member(s), Guest(s) and/or other persons. I FULLY UNDERSTAND, AND VOLUNTARILY AND WILLINGLY ASSUME, THE RISKS OF INJURY.

### C. WAIVER OF LIABILITY

On behalf of myself and my spouse/partner, children/Minor Member(s), Guest(s), parents, guardians, heirs, next of kin, personal representatives, heirs and assigns, I hereby voluntarily and forever release and discharge CrossFit WDM from, covenant and agree not to sue CrossFit WDM for, and waive, any claims, demands, actions, causes of action, debts, damages, losses, costs, fees, expenses or any other alleged liabilities or obligations of any kind or nature, whether known or unknown (collectively, "Claims") for any Injuries to me, Minor Member(s) or Guest(s) in the Use of CrossFit WDM Premises and Services which arise out of, result from, or are caused by any Ordinary NEGLIGENCE OF CROSSFIT WDM, me, any Minor Member(s), any Guest(s), and/or any other person (collectively, "Negligence Claims").

Negligence Claims. I understand that Negligence Claims include but are not limited to CrossFit WDMs (1) negligent design, construction (including renovation or alteration), repair, maintenance, operation, supervision, monitoring, or provision of Use of CrossFit WDMs Premises and Services; (2) negligent failure to warn of or remove a hazardous, unsafe, dangerous or defective condition; (3) negligent failure to provide or keep CrossFit WDM premises in a reasonably safe condition; (4) negligent provision of or failure to provide emergency care; (5) negligent provision of services; and (6) negligent hiring, selection, training, instruction, certification, supervision or retention of employees, independent contractors or volunteers; or (7) other negligent act(s) or omission(s).

CrossFit WDMs Fees and Costs. I specifically agree that, if I (on my own behalf or on behalf of another, including an estate) assert a Negligence Claim against CrossFit WDM and/or breach my agreement not to sue CrossFit WDM, I will pay all reasonable fees (including attorneys' fees), costs and expenses incurred by CrossFit WDM ("CrossFit WDMs Fees and Costs") to defend (1) the Negligence Claim(s) and (2) all other Claims based on the same facts as the Negligence

Claim(s).

#### D. DEFENSE AND INDEMNIFICATION

On behalf of myself and my spouse/partner, children/Minor Member(s), Guest(s), parents, guardians, heirs, next of kin, personal representatives, heirs and assigns, I agree to defend, indemnify and hold CrossFit WDM harmless to the fullest extent permitted by law from and against any Claim (including any Negligence Claim) asserted against CrossFit WDM by any other person (including but not limited to any Minor Member(s), any Guest(s), any other CrossFit WDM member or guest, any family member who is not a CrossFit WDM member, or any other person or entity) arising out of, resulting from, caused by the Use of CrossFit WDM Premises and Services by me, Minor Member(s) or Guest(s). My agreement to defend CrossFit WDM means that I will pay all of CrossFit WDM's Fees and Costs incurred to defend the Claim from the date the Claim is asserted. My agreement to indemnify and hold CrossFit WDM harmless means that I will pay any settlement, judgment, or other damages, fees or costs of any type incurred by CrossFit WDM to resolve the Claim.

#### E. HEALTH AND SAFETY

I represent that I, or the Minor Member(s) I am signing on behalf of, am healthy enough to engage safely in the Use of CrossFit WDM Premises and Services, and that I have had the opportunity to talk to a doctor prior to Use of CrossFit WDM Premises and Services, which CrossFit WDM strongly recommends. I acknowledge that CrossFit WDM does not and will not provide medical advice. I agree to remove myself, Minor Member(s) and Guest(s) from Use of CrossFit WDM Premises and Services if I observe any hazardous, unsafe, dangerous or defective condition, if any of them is incapable of engaging in such Use of CrossFit WDM Premises and Services safely, or if required or instructed to do so by CrossFit WDM. I consent to emergency care by CrossFit WDM for me, Minor Member(s) or Guest(s). I acknowledge that I am responsible for my own conduct, health and safety and that of Minor Member(s) and Guest(s), and that CrossFit WDM is not responsible for any medical expenses incurred by me, Minor Member(s) or Guest(s), in connection with the Use of CrossFit WDM Premises and Services.

#### F. PARENT OR GUARDIAN AGREEMENT

If I am the parent or legal guardian of a Minor Member(s), I acknowledge and represent to CrossFit WDM that I have the right and authority to make decisions concerning the care, custody and control of each of the Minor Member(s), including but not limited to the right and authority to execute this Waiver Agreement on the Minor Member(s)'s behalf. By signing this Waiver Agreement, I am binding each of the Minor Member(s) to its terms, including but not limited to the ASSUMPTION OF RISK, WAIVER OF LIABILITY, DEFENSE AND INDEMNIFICATION and HEALTH AND SAFETY provisions.

#### G. MEMBERSHIP POLICIES; MEMBERSHIP TERMINATION OR SUSPENSION BY CROSSFIT WDM

I understand that CrossFit WDM retains complete control over all matters affecting or relating to its members and memberships, including but not limited to membership levels and types, access, prices, dues, fees, premises, facilities, equipment, services, products, programs, activities, classes, sessions, seminars, workshops, assessments, events, amenities or benefits, all of which are subject to change at any time without notice. Although I am not a member, I will comply, and ensure that Minor Member(s) and Guest(s) comply, with CrossFit WDM's policies, procedures, rules, and regulations ("Membership Policies"), whether set forth on paper, verbally, in signage, or online at [www.crossfitwdm.com](http://www.crossfitwdm.com) or other CrossFit WDM website(s). CrossFit WDM may change, modify or otherwise alter any Membership Policies at any time without notice. I understand that CrossFit WDM may in its sole discretion terminate or suspend my participation at or in CrossFit WDM facilities or programs, including but not limited to applicable guest privileges, for any reason, including but not limited to any conduct by me, Minor Member(s) or Guest(s) that violates any Membership Policies or that CrossFit WDM determines to be improper, inappropriate, or contrary to its best interests.

#### H. ELECTRONIC COMMUNICATIONS

I expressly consent to receive electronic messages from CrossFit WDM, including messages with the primary purpose to advertise or promote products or services and messages with the primary purpose related to my transactions or relationship with CrossFit WDM, including membership, purchase of products or services, or amendments to this Waiver Agreement.

#### I. SEVERABILITY

I agree that this Waiver Agreement, including specifically the ASSUMPTION OF RISK, WAIVER OF LIABILITY, DEFENSE AND INDEMNIFICATION, HEALTH AND SAFETY and PARENT OR GUARDIAN AGREEMENT provisions, is intended to be as broad and inclusive as permitted under applicable law. If a court declares any part of this Waiver Agreement unenforceable, invalid or void, that part alone shall be severed from this Waiver Agreement, and the entire remainder of the Waiver Agreement, including any partially enforceable provision(s), shall be fully binding and enforceable to the maximum extent permitted by applicable law.

#### J. OTHER PROVISIONS

I am not relying on any oral or written promises, representations, statements, covenants or warranties, other than those set forth herein, to induce me to sign this Waiver Agreement. This Waiver Agreement may be amended at any time by CrossFit WDM upon such notice, if any, as may be required by law. If CrossFit WDM fails to enforce any right in this Waiver Agreement for any reason, CrossFit WDM does not waive its right to enforce it later.

I HAVE READ, UNDERSTOOD, RECEIVED A COPY OF, AND AGREE TO ALL TERMS AND CONDITIONS OF THIS WAIVER AGREEMENT, INCLUDING SPECIFICALLY THE ASSUMPTION OF RISK, WAIVER OF LIABILITY AND DEFENSE AND INDEMNIFICATION PROVISIONS UNDER WHICH I AM RELINQUISHING LEGAL RIGHTS.

#### K. PAYMENT AUTHORIZATION

In consideration for CrossFit WDM allowing my credit card to be used as a payment method for the products and services available at CrossFit WDM premises (including any CrossFit WDM websites), I certify that I am the cardholder of the credit card on file with CrossFit WDM that I expressly provided to CrossFit WDM or its agents and I authorize each of the members listed that are part of this membership to use my credit card at any time as a payment method for the products and services, in any amount, that I purchase at a CrossFit WDM premise. I agree to pay and specifically authorize CrossFit WDM or its agents on its behalf to charge my credit card for all transactions in which I have authorized to do so use my credit card as the payment method for products and services purchased at any CrossFit WDM premise.

#### L. SERVICES, FACILITIES, RULES, AND HOURS OF ACCESS

CrossFit WDM is generally open as indicated on its website(s), including [www.crossfitwdm.com](http://www.crossfitwdm.com), except for certain holidays and in the event of any repair or maintenance. CrossFit WDM offers a variety of amenities and services as a benefit of membership including exercise equipment, free weights, rest rooms, ROMMODO, and group fitness classes. CrossFit WDM also offers additional programming, services and amenities that are available for an additional fee including but not limited to personal training, group training and camps. CrossFit WDM reserves the right to make changes to the type or quantity of classes or equipment offered or temporarily take facilities out of operation for reasonable repairs, modifications, substitutions, or improvements, or alter the hours in

which it operates. I acknowledge that I have received the rules for CrossFit WDM premises, either verbally, or as may be listed at [www.crossfitwdm.com](http://www.crossfitwdm.com) or via signage at any CrossFit WDM premise.

M. Buyer's Agreement

I agree to and accept all terms and conditions in my Waiver Agreement with CrossFit WDM, including the voluntary termination provisions above. I acknowledge that I have received a copy of my Waiver Agreement, whether in person or by printing or saving an electronic copy.

NOTICE TO BUYER: DO NOT SIGN THIS CONTRACT UNTIL YOU READ IT.

☐ I agree to these terms.

Do you have any injuries or medical concerns we should know about? \*

☐ Yes ☐ No

If answered Yes to question above, please explain.

Sign your name below:

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

☐ I agree to use electronic records and signatures