

## UPDATED WAIVER +COVID 19

Full Name

Email Address

Gender

Street Address

City

Province/Region

Zipcode

Country

Date of Birth

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### INFORMED CONSENT/ASSUMPTION OF RISK

#### Chagrin Falls Cross Fit, LLC, d b a Chagrin Falls CrossFit

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 a Chagrin Falls CrossFit, employee fully explain it before signing. By signing the Chagrin Falls CrossFit "Membership and Participation Waiver" 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 Chagrin Falls CrossFit, its facilities, grounds, climbing walls, exercise areas, classes, equipment, whether the use is supervised or unsupervised. While Chagrin Falls CrossFit offers these activities in a controlled environment, there is still an assumed risk of injury to persons using Chagrin Falls CrossFit. 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 Chagrin Falls CrossFit, its facilities, equipment, climbing walls, classes and/or participating in activities sponsored by Chagrin Falls CrossFit 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 Chagrin Falls CrossFit, or Chagrin Falls Cross Fit, LLC. Negligent misuse of the facility, climbing walls, or equipment of Chagrin Falls CrossFit; falling off or impacting against the equipment, impact surface, floors, or anything else; 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; personal health problems, whether mental or physical; negligence of other athletes, visitors, or observers or persons who may be present in or around the workout area or 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.

I willingly assume full responsibility for any and all risks that I am exposing myself to as a result of my participation in Chagrin Falls CrossFit programs/classes and accept full responsibility for any injury or death that may result from participation in any activity, class or physical fitness program. I hereby certify that I know of no medical problems that would increase my risk of illness and injury as a participant in a fitness program designed by Chagrin Falls CrossFit. Chagrin Falls CrossFit informed me that there exists the possibility of adverse physical changes during an exercise program, and I fully understand the same. Chagrin Falls CrossFit informed me that these changes could include abnormal blood pressure, fainting, disorder of heart rhythm, stroke, and in very rare instances, heart attack or even death, and I fully understand the same. With my full understanding of the above information, I agree to assume any and all risk associated with my participation in Chagrin Falls CrossFit fitness programs/classes.

#### Release:

In full consideration of the above mentioned risks and hazards and in full consideration of the fact that I am willingly and voluntarily participating in the activities made available by Chagrin Falls CrossFit, and with my full understanding of all of the above, I hereby waive, release, remise and discharge Chagrin Falls CrossFit and its agents, officers, principals and employees and volunteers, of any and all liability, claims, demands, actions or rights of action, or damages of any kind related to, arising from, or in any way connected with, my participation in Chagrin Falls CrossFit programs/classes, 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 Chagrin Falls CrossFit 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.

**Indemnification:** I recognize that there is risk involved in the types of activities offered by Chagrin Falls CrossFit. Therefore I accept financial responsibility for any injury that I or 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 Chagrin Falls CrossFit, their principals, agents, employees, 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 Chagrin Falls CrossFit.

**Use of picture(s)/film/likeness:** I agree to allow Chagrin Falls CrossFit, its agents, officers, principals, employees and volunteers the picture(s), film and/or likeness of me for advertising purposes. In the event I choose not to allow the use of the same for said purpose, I agree that I must inform Chagrin Falls CrossFit of this in writing.

#### COVID-19

Chagrin Falls CrossFit has put in place preventative measures to reduce the spread of COVID-19; however, the Business cannot guarantee that you will not become infected with COVID-19. Further, attending the Business could increase your risk of contracting COVID-19. By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I may be exposed to or infected by COVID-19 by patronizing the Business and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at the Business may result from the actions, omissions, or negligence of myself and others, including, but not limited to, Business employees and other patrons. I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury or damage I suffer or incur in connection with my patronizing of the Business. I hereby release, covenant not to sue, discharge, and hold harmless the Business, its employees, agents, and representatives, of and from all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any claims, whether a COVID-19 infection occurs before, during, or after my patronizing of the business.

Initial here:

Please Initial

I have fully read and fully understand the foregoing assumption of risk, and release of liability and I understand that by agreeing below it obligates me to in demnify 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.

☐ I agree to these terms.

Are your currently under the direction or guidance of a medical professional which impacts your ability to workout in any capacity? \*

Please note any injuries or limitations that impact your ability to workout. \*

In the past 14 days have you experienced: fever, cough, sore through, shortness of breath, muscle aches, chills, loss of smell or taste? \*

Sign your name below:

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

☐ I agree to use electronic records and signatures

