

ATHLETE WAIVER

Full Name

Email Address

Gender

Street Address

City

Province/Region

Zipcode

Country

Date of Birth

1) RULES AND REGULATIONS. Client agrees to keep and obey all rules and regulations now in force or in the future prescribed by Crossfit Knoxville or its associated exercise coaching centers. These rules are subject to change, in Crossfit Knoxville's sole discretion; and such changes will be posted. Client understands and agrees that Crossfit Knoxville may revoke Client's rights at any time, in Crossfit Knoxville's sole discretion, because of failure by the Client to obey the rules and regulations or because of any activity by the Client which create a nuisance, safety hazard, disturbs other members, or constitutes an act of moral turpitude or fraud. The rules and regulations are as follows;

1. Dress Code-Shoes, shirts and appropriate exercise attire must be worn at all times.
2. Damaging property-Any Client who damages property of Crossfit Knoxville will be liable for and charged for the replacement or repair of the damaged property.
3. Testimonials-By signing this agreement you are granting Crossfit Knoxville the right to use your pictures (still or moving), voice recordings, statements and comments, in part or in whole, in any media, to promote their facility, products or services.

2) WAIVERS AND RELEASE. You (the Client) agree that you are aware that you are engaging in physical exercise and the use of exercise equipment, center facilities, training and instruction, which could cause injury to you. You are voluntarily participating in these activities and assume all risks of injury to you that might result.

- You should consult a physician before engaging in exercise and/or joining Crossfit Knoxville. You hereby agree to waive any and all claims or rights you might otherwise have against Crossfit Knoxville, its officers, employees or agents for injury to you on account of these activities or your own negligence. You have carefully read this waiver and fully understand it is a release of liability. Crossfit Knoxville will make no evaluation or recommendation as to whether Client or guests are sufficiently fit for any exercise activities.
- Client warrants, represents and agrees that Client is in good physical condition and that Client has no disability impairment or ailment preventing Client from engaging in active or passive exercise or that will be detrimental or harmful to their own health, safety, comfort, or physical condition or that of others if Client does so engage or participate. Client represents that Client will not use the facility with any open cuts, abrasions, infections, or maladies with the potential of harm to others, or otherwise in accordance with public health requirements. The management of each Crossfit Knoxville location shall have the final determination in this regard. Managements' decision is final.

3) MISCELLANEOUS Crossfit Knoxville reserves the right to alter or amend these rules or change the fees at any time in its sole and absolute discretion. Crossfit Knoxville also reserves the right to alter or adjust the equipment in its facilities at any time. Classes, equipment and training sessions are available subject to demand and may be crowded at peak hours, or may be discontinued or times changed if demand fluctuates.

4) LOST AND FOUND Crossfit Knoxville will not be held responsible for lost or stolen articles. Crossfit Knoxville maintains a lost and found area, however, we cannot guarantee the security of these items. Items left over 30 days are given to charity.

5) ENTIRETY OF AGREEMENT This Rules, Regulations & Liability Waiver and the Client Agreement constitute the entire and exclusive agreement between the parties. Any promises, representations, understandings and agreements pertaining directly or indirectly to this Rules, Regulations & Liability Waiver and the Client Agreement, which are not contained herein, are hereby waived. Only an instrument in writing may modify these Rules, Regulations & Liability Waiver and the Client Agreement. If any particular provision of this Rules, Regulations & Liability Waiver and the Client Agreement is invalid, the same shall not affect the other provisions hereof.

Initial here:

Please understand that despite all the precautions that you, other members, and/or COMPANY may take, we cannot guarantee your health or safety, and you may still be exposed to COVID-19, including through interactions with other individuals who have COVID-19. By executing this release and gaining access to the facility, you, on behalf of yourself, your heirs, beneficiaries, representatives, successors and assigns: (1) voluntarily assume all risks associated with any exposure to COVID-19, including, but not limited to suffering any type of medical condition, illness and, potentially, death; and (2) knowingly and voluntarily waive, release, covenant not to sue, forever discharge, indemnify, and hold harmless COMPANY, its parents and subsidiaries and their respective officers, directors, employees, contractors, agents, representatives, successors and assigns ("Released Parties") from any and all liability, damages, losses, suits, demands, causes of action to the fullest extent permitted by the laws of this state, or any other claims of any nature whatsoever, arising out of or relating in any way to your use of the facility and your potential exposure

to COVID-19.

Initial here:

RHABDOMYOLYSIS ("RHABDO") RELEASE AND WAIVER

In consideration for continued access to the training facility identified herein as DDT Fitness LLC dba CrossFit Knoxville, I do hereby acknowledge the significant risks associated with the physical training and programing at this facility. I acknowledge and attest to having fully and carefully read and reviewed this "RELEASE AND WAIVER" including all subparagraphs prior to engaging in any physical activity at this facility.

Initial here:

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 DDT Fitness LLC dba CrossFit Knoxville and/or their officers, directors, representatives, partners, officials, principals, agents or employees, subsidiaries, or assigns, as well as their independent contractors.

☐ I agree to these terms.

1. Has your doctor ever said you have heart trouble? *

☐ Yes ☐ No

2. Do you frequently have pains in your heart and chest? *

☐ Yes ☐ No

3. Do you often feel faint or have spells of severe dizziness? *

☐ Yes ☐ No

4. Has a doctor ever said your blood pressure was too high? *

☐ Yes ☐ No

5. Has a doctor ever told you that you have a bone or joint problem(s), such as arthritis that has been aggravated by exercise, or

might *

☐ Yes ☐ No

6. Is there a good physical reason, not mentioned here, why you should not follow an activity program even if you wanted to? *

7. Are you over age 60 and not accustomed to vigorous exercise? *

☐ Yes ☐ No

8. Do you suffer from any problems of the lower back, i.e. chronic pain or numbness? *

☐ Yes ☐ No

9. Are you currently taking any medications? If YES, please specify. *

10. Do you currently have a disability or a communicable disease? If YES, please specify. *

11. Are there any other medical concerns we should know about before you start your workouts at Crossfit Knoxville? Please specify. *

Sign your name below:

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

☐ I agree to use electronic records and signatures