

## ATHLETE WAIVER

Full Name

Email Address

Gender

Street Address

City

Province/Region

Zipcode

Country

Date of Birth

## WAIVER & RELEASE AND ASSUMPTION OF RISK

\*If this waiver is for a participant under the age of 18 years, I (the listed emergency contact) am the legal guardian to give permission for this athlete to participate at 810 CrossFit.

Initial here:

1. I am physically capable of participating in exercise and other programming provided by 810 CrossFit and its instructors. I understand that physical exercise, including CrossFit classes, can be strenuous and I am subject to risk of serious injury and possibly death. I understand that it is my obligation and discretion to consult a medical doctor before beginning any exercise program.

2. I agree that if I engage in any physical activity, or use any 810 CrossFit amenity on the premises or off premises, including any 810 CrossFit sponsored event, I do so entirely at my own risk. Any recommendations for changes in diet, including the use of food supplements and/or weight reduction products re entirely my responsibility and I will undertake to consult a physician prior to undergoing any dietary or food supplement changes.

3. I agree that 810 CrossFit is also not responsible for any loss of or damage to, personal property.

4. I understand that the exercises provided by 810 CrossFit may be extremely demanding and I take full responsibility for knowing, monitoring, and acting within my abilities and learning and incorporating any modifications or adaptations necessary to proceed with such activities in a safe and appropriate manner.

5. I understand that in undertaking CrossFit exercises, there is a risk of rhabdomyolysis ("rhabdo"). Rhabdo is a potentially lethal systemic meltdown initiated by the kidneys in response to the presence of shed-muscle-fiber debris and exhaust in the bloodstream. There are several causes and types of rhabdo, classified by the underlying of muscle breakdown, and there is a risk in CrossFit of suffering from exertion rhabdomyolysis.

6. I agree that 810 CrossFit & does NOT have a childcare program, nor does 810 CrossFit provide for the safety and care of children. I agree that I am responsible for any insuring the safety, care, and protection of any children under my care, should they be present with me on 810 CrossFit premises, including adjacent sidewalk, parking lot, and driveway areas. I also agree to provide a separate waiver for each minor that may be on the 810 CrossFit premises with me to participate in 810 CrossFit programs or classes.

7. I agree that 810 CrossFit, its directors, officers, members, independent contractors, employees, shall not be liable or responsible for any injuries to me which may occur as a result of: (a) my use of all amenities and equipment provided by 810 CrossFit and my participation in any class, activity, program, or instruction, (b) the sudden and unforeseen malfunctioning of any equipment, (c) 810 CrossFit's instruction, training, supervision, or dietary recommendations, (d) my slipping and/or falling while in the facility, or on 810 CrossFit's premises, including any adjacent sidewalk, driveway, or parking lot areas, (e) any collisions with any other members or vehicles of any kind while visiting or exercising at 810 CrossFit facilities.

8. I expressly agree that this release shall be binding upon my heirs, executors, administrators, and assigns.

9. I understand that a membership at 810 CrossFit is a 4-week commitment. I understand that once my payment processes for the next 4-week cycle, no refunds are given. In order to cancel my membership and/or recurring payment, I must reach 810 CrossFit via email (joe@810crossfit.com) PRIOR to my scheduled payment date.

By signing this waiver & release, I acknowledge that I have read and understand all of its terms. I execute it voluntarily and with full knowledge of its significance.

Initial here:

### 24/7 Rules:

1. Do not bring or otherwise allow a person that is not an approved member of 810 CrossFit to access the facility without permission of management.
2. Do not bring or otherwise allow a person younger than 18 years of age to access 810 CrossFit without permission of management.
3. Athletes alone in the gym should keep their HybridAF app nearby in order to use the 911 feature if required. In an emergency, press the button, which will assist you in calling 911.

4. The fire extinguisher is below the computer in the lobby.
5. The AED/First Aid is located on the ski erg wall.
6. Garage door must remain closed during all non-class hours.
7. No one under the influence of alcohol or drugs is permitted in the gym at any time.
8. Only use equipment you understand how to use. Inspect the equipment to make sure it is properly functioning prior to using the equipment.
9. Remove potential trip and surrounding hazards from the floor.
10. Utilize a spotter whenever lifting heavy weight.
11. Stop exercising if you experience a potential injury and seek medical attention.
12. Notify management and all other members using the facility if any equipment is not working properly or if you notice any potentially dangerous conditions within the facility.
13. The gym is monitored 24/7 by surveillance camera. Do not touch, move, or unplug any security cameras.
14. Turn off lights in both the front (located on both sides of front lobby wall, above the garbage can) AND Back sections (located entryway wall to the gym floor, next to barbells), as well as the music (located next to back light switch).
15. Any items taken from the Pro Shop must be purchased from the vending machine.

Return all equipment, chalk, and/or other gym supplies to their designated storage place after using the equipment and pick up any items or trash brought into the gym or bathrooms. Failure to do so will result in the following:

1st Violation = Verbal Warning

2nd Violation = \$25 fine immediately charged to card on file

3rd Violation = \$50 fine immediately charged to card on file

Additional Violations of this rule may result in additional \$50 fines or potential revocation of 24/7 HybridAF access and /or gym membership

I acknowledge these rules and agree to all of the above:

**Initial here:**

#### **24/7 Waiver:**

Assumption of Risk:

"810 CrossFit Strongly recommends that you clear your participation in any exercise program with your physician. Use of the 810 CrossFit facilities under the 24/7 access program is unmonitored, and your use of the 810 CrossFit equipment and facilities is at your own risk - 810 CrossFit will not be responsible or liable for any injury or damages incurred by you arising or connected in any way with your use of the 810 CrossFit equipment and facilities. Membership is at 810 CrossFit's sole discretion and any violation of the rules and regulations can result in cancellation of membership."

Unattended Access:

"I recognize that I may be attending the facility and using the facility's equipment at times when the facility is unattended by facility staff or other members. I assume the risk of injury due to equipment failure, improper form, conduct of others using the facility or other causes related to lack of supervision and waive any claim arising out of the facility being unsupervised or unattended."

"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 self-administered activities using the equipment or facilities, and with my full understanding of all of the above, I hereby waive, release, remise and discharge DeGain Enterprises, Inc and its successors, members, managers, agents, officers, and employees of any and all liability, claims, demands, action or rights of actions, or damages of any kind related to, arising from, or in any way connected with, my participation in physical training or my use of the equipment or facilities."

Indemnification:

"I recognize there is risk involved in the types of activities commonly performed at 810 CrossFit and/or otherwise arising from use of the 810 CrossFit equipment or facilities. Therefore, I accept all liability and responsibility, financial or otherwise, for any injury that I may cause to myself, any guest of mine utilizing the 810 CrossFit equipment or facilities, or to any other person utilizing the 810 CrossFit equipment or facilities due to my negligence or intentional acts. Should 810 CrossFit or any of its successors, members, managers, agents, officers, or employees, or anyone acting on behalf of any of these individuals, be required to incur attorney's fees, legal fees, expenses, costs or loss (collectively "Losses") due to any injury that I may cause to myself or to any other person utilizing the 810 CrossFit equipment or facilities due to my negligence or intentional acts, I agree to fully reimburse 810 CrossFit and/or such persons for such Losses. I further agree to indemnify, hold harmless, and, if necessary, defend DeGain Enterprises, Inc. and its successors, members, managers, agents, officers, or employees, from and against all liability for the injury or death of any person(s), including myself, and any damages or Losses whatsoever arising from my use of the 810 CrossFit equipment or facilities."

"I understand that I may not transfer my access credentials to another person and that my membership is for my sole use. I understand I am responsible for the conduct of any unauthorized person that accesses the facility through my credentials. I agree to indemnify the facility, including the payment of the facility's reasonably incurred attorney's fees for any potential or incurred liability arising out of unauthorized guests using my facility entry credential."

I acknowledge these risks and agree to all of the above:

Initial here:

☐ I agree to these terms.

Sign your name below:

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