

## ATHLETE WAIVER

Full Name

Email Address

Gender

Street Address

City

Province/Region

Zipcode

Country

Date of Birth

1. In consideration of being allowed to participate in a fitness assessment and personal fitness program provided by Smokey Hollow CrossFit (SHCF), its owners and employees, and to use its facilities, equipment and services, in addition to the payment of any fee or charge, I do hereby forever waive, release and discharge Smokey Hollow CrossFit, its owners and his agents, employees, representatives, executors and all others acting on his behalf from any and all claims or liabilities for injuries or damages to my person and/or property, including those caused by the negligent act or omission of any of those mentioned or others acting on his behalf, arising out of or connected with my participation in any activities, programs or services of Smokey Hollow CrossFit or the use of any equipment provided and/or recommended by Smokey Hollow CrossFit.

Initial here:

2. I have been informed of, understand and am aware that any exercise program, whether or not requiring the use of exercise equipment, is a potentially hazardous activity. I also have been informed of, understand and am aware that any exercise and/or fitness activities involve a risk of injury, including a remote risk of death or serious disability, and that I am voluntarily participating in these activities and using equipment and machinery with full knowledge, understanding and appreciation of the dangers involved. I hereby agree to expressly assume and accept any and all risks of injury regardless of severity or death.

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3. I do hereby further declare myself to be over the age of eighteen as of the date of signing this document, physically sound and suffering from no condition, impairment, disease, infirmity or other illness that would prevent my participation in these activities, whether or not the activities require the use of any equipment. I do hereby acknowledge that I have been informed of the need for a physician's approval for my participation in the fitness program. I acknowledge that either I have had a physical examination and have been given my physician's permission to participate or I have decided to participate in the exercise activities, programs and use of equipment without the approval of my physician and do hereby assume all responsibility for my participation in said activities, programs and use of equipment.

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4. I understand that all information and services provided by SHCF is of a general nature and is provided for educational purposes only. None of the information or services provided by SHCF is to be taken as medical or other health advice pertaining to any specific health or medical condition that I may have or have had. The information and services provided by SHCF is not a diagnosis, treatment plan, or recommendation for a particular course of action regarding my health and is not intended to provide specific medical advice.

Initial here:

5. 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.

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6. 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:

7. 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 Smokey Hollow CrossFit and/or their officers, directors, representatives, partners, officials, principals, agents or employees, subsidiaries, or assigns, as well as their independent contractors.

Initial here:

8. **All guests, children and accompanying persons are the responsibility of the associated/undersigned member(s).** The Undersigned acknowledge and agree that SHCF is under no obligation to provide supervision for the Children or the Guests and that activities at the Facilities may be unsupervised. The Undersigned understand the risks and dangers inherent in the above and hereby acknowledge that the Children and the Guests' use of the Facilities is voluntary, knowing all previously detailed risks. The Undersigned acknowledge and agree that the Undersigned are freely and voluntarily assuming any, and all dangers, risk and hazards arising therefrom and further acknowledge that the Undersigned, the Children and the Guests are using the Facilities entirely at their risk. The Undersigned acknowledge that the Children and the Guests are not required by SHCF to use the Facilities.

Initial here:

9. I understand that due to the 2020 COVID-19 outbreak, Smokey Hollow CrossFit is taking extra precautions with enhanced sanitation, disinfection and additional operating procedures.

10. I understand that COVID-19 Symptoms include but are not limited to fever, fatigue, dry cough, and difficulty breathing.

11. I understand the above symptoms and affirm that I as well as all members of my household do not currently have, nor have experienced the above-noted symptoms within the last 14 days.

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12. I affirm that I as well as all members of my household have not been diagnosed with COVID-19 within the last 30 days.

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13. I affirm that I as well as all members of my household have not knowingly been exposed to anyone diagnosed with COVID-19 within the last 30 days.

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14. I affirm that I as well as all members of my household have not traveled outside of the United States, or to any state or jurisdiction considered to be a "hot spot" for COVID-19 infections within the last 30 days.

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15. I agree to monitor myself in a reasonable manner with regard to the above-noted symptoms, and agree to assume responsibility for any risk I expose myself to.

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16. In accordance with paragraph 7 of this liability waiver I agree to extend the waiver, release and discharge to all matters regarding COVID-19 and agree to waive and release and agree not to sue Smokey Hollow CrossFit, or any officers, representatives or agents with regard to any matters concerning COVID-19.

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