

EVOLUTION PERFORMANCE MEMBERSHIP AGREEMENT

Full Name

Email Address

Gender

Street Address

City

Province/Region

Zipcode

Country

Date of Birth

PHOTOGRAPHY/VIDEO/SOCIAL MEDIA RELEASE

I acknowledge and understand I may be photographed or videotaped while on the premises of Evolution Performance, LLC, including during training. I hereby consent to the use of these photographs or videos without compensation, or the Evolution Performance website, in any editorial, promotional or advertising material produced or published by Evolution Performance, in any news media organizations coverage of Evolution Performance for an event or news story, or for any Evolution Performance social media accounts, including but not limited to Instagram, Facebook, or Twitter.

Initial here:

WAIVER, RELEASE OF LIABILITY, AND INDEMNIFICATION

THE FOLLOWING ARE WAIVERS AND RELEASES, PLEASE READ THEM BEFORE SIGNING

Express Assumption of Risk: I am aware there are significant risks involved in all aspects of physical training. These risks include but are not limited to: falls which can result in serious injury or death; injury due to negligence on the part of myself, my training partner, or other people around me; injury or death due to improper use of failure of equipment; and strains, sprains, tears, fractures, breaks, and rhabdomyolysis that may result from physical training. I am aware any of these above mentioned risks may result in serious injury or death to myself or others. I willingly assume full responsibility for the risks I am voluntarily exposing myself to and accept full responsibility for any injury or death that may result from my participation in any activity or class while at, or under the direction of Evolution Performance. Furthermore, I understand any recommendation for changes in diet, including the use of food supplements, weight reduction, and/or bodybuilding enhancement products are entirely my responsibility and I should consult a physician prior to undergoing any dietary or food supplement changes. Lastly, I understand Evolution Performance is not responsible for any loss of personal property at any Evolution Performance facility or event.

I ACKNOWLEDGE AND UNDERSTAND THE ABOVE EXPRESS ASSUMPTION OF RISKS.

Initial here:

Release of Liability: In light of my acknowledgment of the above referenced risks and hazards and in consideration of the fact that I am willingly and voluntarily participating in the activities offered by Evolution Performance, I hereby hold harmless, waive, and release Evolution Performance, its principals, agents, staff, employees, and volunteers (the "Evolution Performance Parties") from any and all liability, claims, damages, demands, actions or rights of action ("Liability"), which are related to, arise out of, or are in any way connected with my participating in CrossFit and all other Evolution Performance activities, including all Liability allegedly attributed to the negligent acts or omissions of the Evolution Performance Parties.

I ACKNOWLEDGE AND UNDERSTAND THE ABOVE RELEASE OF LIABILITY.

Initial here:

Medical Release: I give full permission for Evolution Performance to administer first aid deemed necessary, and in case of serious illness or injury, I give permission to Evolution Performance to call for medical and or surgical care and to transport me to a medical facility deemed necessary, at Evolution Performance's sole discretion, to my well being. I hereby hold harmless, waive, and release the Evolution Performance Parties from any and all Liability which are related to, arise out of, or are in any way connected to Evolution Performance administering or seeking medical care for any illness or injury I sustain while at Evolution Performance, including all Liability allegedly attributed to negligent acts or omissions while seeking said medical care.

I ACKNOWLEDGE AND UNDERSTAND THE ABOVE MEDICAL RELEASE.

Initial here:

Indemnification: I recognize there is risk involved in the types of activities offered by Evolution Performance. Therefore, I accept legal and financial responsibility to any injury I may cause either to myself or to any other participant, including trainers or instructors, due to my negligent, reckless, or intentional actions or omissions. Should Evolution Performance incur Liability, including attorney's fees and costs, as a result of my actions or to enforce this agreement, I agree to reimburse Evolution Performance for such fees and costs. I further agree to indemnify and hold harmless the Evolution Performance Parties from Liability for the injury or death of any person(s) and damage to property that may result from my negligent, reckless, or intentional acts or omissions while participating in activities offered by Evolution Performance. This includes but is not limited to parks, recreational areas, playgrounds, area adjacent to main building, or any Evolution Performance training areas.

I ACKNOWLEDGE AND UNDERSTAND THE ABOVE INDEMNIFICATION PROVISION.

Initial here:

Parental Waiver: I acknowledge and recognize Evolution Performance does not provide child care services of any sort. I acknowledge and recognize I am responsible for the welfare, health, and safety of my child while at Evolution Performance, and it is my responsibility to monitor and take care of my child or children while at Evolution Performance. I acknowledge and recognize my child or children are not permitted in any area of the gym being utilized for training. I further acknowledge and recognize that although Evolution Performance provides a children's area (the "Children's Area"), Evolution Performance does not monitor, take care of, or in any way supervise the children placed or left in the Children's Area. I acknowledge and recognize I am responsible for the welfare, health, and safety of my child or children while in the Children's Area. Accordingly, I agree to hold harmless, waive, and release the Evolution Performance parties from any and all Liability which are related to, arise out of, or are in any way connected with or to the actions of my child or children, my decision to bring my child or children to Evolution Performance, my decision to leave my child or children unsupervised anywhere in Evolution Performance's facilities, or my decision to leave my child or children in the Children's Area. This parental waiver includes all liability, claims, demands, actions, or rights of action allegedly attributed to the negligent acts or omissions of the Evolution Performance parties.

I also give full permission for any person connected with Evolution Performance 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 or children and to transport my child or children to a medical facility deemed necessary for the well being of the child or children. I hereby hold harmless, waive, and release the Evolution Performance Parties from any and all Liability which are related to, arise out of, or are in any way connected to Evolution Performance administering or seeking medical care for any illness or injury my child or children sustain while at Evolution Performance, including all Liability allegedly attributed to the negligent acts or omissions of the Evolution Performance Parties while seeking medical care.

I ACKNOWLEDGE AND UNDERSTAND THE ABOVE PARENTAL WAIVER.

Initial here:

MISCELLANEOUS

Modification: I understand this agreement cannot be modified orally, but only in writing signed by me and Evolution Performance.

Severability: If any portion of this agreement is held invalid, the remainder shall remain in full legal force and effect.

Integration: This agreement supersedes all prior discussions and agreements among the parties with respect to the subject matter set forth herein, and constitute the sole and entire agreement of the parties with respect thereto. Any representation, inducement, promise, or agreement, whether oral or written, that are not embodied herein shall be of no force and effect.

WAIVER OF JURY TRIAL: I HEREBY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT I MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY SUIT, ACTION OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER, OR IN CONNECTION WITH, THIS AGREEMENT.

I have read the foregoing and I understand by signing I waive and release my right to bring any claims or to seek damages, as described above, and I am obligated to indemnify the Evolution Performance Parties for all Liability caused by my negligent, reckless, or intentional acts or omissions. I understand by signing this agreement I am waiving and releasing valuable legal rights. By affixing my signature to this document, I acknowledge, contract, understand, and agree I am legally bound by its contents.

If the participant is under the age of 18, I acknowledge by signing below both the participant and myself, are legally and financially responsible for the participant obligations set forth herein.

☐ I agree to these terms.

What is your previous fitness experience? *

Do you have any medical conditions we should be aware of? *

☐ Yes ☐ No

Please share any physical concerns you may have.

Sign your name below:

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

☐ I agree to use electronic records and signatures