

## GENERAL LID WAIVER

Full Name

Email Address

Gender

Street Address

City

Province/Region

Zipcode

Country

Date of Birth

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### IMPORTANT INFORMATION

Lay It Down Fitness and Nutrition Center LLC / CrossFit Lay It Down require that all participants follow safety rules and instructions that are designed to protect the participant's safety. However, participants must recognize that there is an inherent risk of injury when choosing to participate in fitness center activities.

You are solely responsible for determining if you are physically fit and/or adequately skilled for fitness center activities. It is always advisable, especially if the participant is pregnant, suffers from an underlining medical condition, takes medication, smokes cigarettes, has a family history of coronary disease, or has recently suffered an illness, injury or impairment, to consult a physician before undertaking any fitness center activity.

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### WARNING OF RISK

Aerobic and other fitness center activities such as passive/active resistance weight training, use of stair machines, jogging, free weights, and other training devices are intended to challenge and engage the physical, mental and emotional resources of the participant. Despite careful and proper preparation, instruction, medical advice, and conditioning, there is still a risk of serious injury. All hazard and dangers cannot be foreseen. Depending on the particular activity, certain risks, dangers and injuries due to overexertion, improper technique, ignoring safety precautions, failing to follow instructions, slips and falls, unfamiliarity with the equipment and/or exercise, equipment failure, failure in supervision/instruction, premises defects and other risks inherent to the particular activity exist.

Depending upon a person's physical condition, age and/or skill level, fitness center activities can involve a substantial risk of the following types of injuries. This list is by no means complete, but includes some of the more common ones: (i) heart attack, stroke and circulatory problems, (ii) bone and joint injuries, (iii) back and neck injuries, (iv) shin splints, (v) muscle strain and other muscle injuries, and (vi) foot problems.

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### MEDICAL EXAMINATION

All participants are strongly encouraged to have a complete physical examination by a medical doctor prior to beginning any physical fitness activity. If a participant has a history of heart disease, he/she should consult a physician before participating in any fitness center activity.

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### AUTHORIZATION

In the event of any emergency, I authorize Lay It Down Fitness and Nutrition Center LLC / CrossFit Lay It Down to secure from any accredited hospital and/or physician any treatment deemed necessary for my immediate care and agree that I will be responsible for payment for any and all medical services rendered.

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### PHOTOGRAPHY/RECORDING

I hereby consent to the photographing, recording or reproduction in any other manner (including the use of videotapes and audiotapes) of my likeness, voice and/or activities and further authorize Lay It Down Fitness & Nutrition Center LLC dba CrossFit Lay It Down to make unlimited use of such reproductions, including but not limited to, broadcasting to the public of the reproductions over radio and television stations. I understand that I will not receive any monetary compensation, now or in the future, for participating and waive any right I may have to such compensation. I hereby release and hold harmless Lay It Down Fitness & Nutrition Center LLC dba CrossFit Lay It Down from any claims that may result from the use of such reproductions.

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## COVID-19

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.

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## WAIVER AND GENERAL RELEASE OF ALL CLAIMS AND ASSUMPTION OF RISK

Please read this form carefully and be aware that in signing up and participating in any fitness center activity, you will be expressly assuming the risk and legal liability and waiving and generally releasing all claims for injuries, damages or loss which you might sustain as a result of participating in any and all physical fitness activities connected with and associated with any fitness center activities.

I recognize and acknowledge that there are certain risks of physical injury to participants in any fitness center activities, and I voluntarily agree to assume the full risk of any and all injuries, damages or loss, regardless of severity, that I may sustain as a result of said participation. As a material inducement for Lay It Down Fitness and Nutrition Center LLC / CrossFit Lay It Down to permit me to use the fitness center, its facilities, and equipment, I hereby waive and hold Lay It Down Fitness and Nutrition Center LLC / CrossFit Lay It Down and all parties related to them harmless for any and all claims and damages (including legal fees) present or future, foreseen or unforeseen, anticipated or unanticipated (collectively "Claims"), I may have (or accrue to me) against Lay It Down Fitness and Nutrition Center LLC / CrossFit Lay It Down, including its shareholders, directors, agents, employees, and affiliated companies and partnerships and generally release Lay It Down Fitness and Nutrition Center LLC / CrossFit Lay It Down and all parties related to them from any and all Claims, including but not limited to those involving: (i) participating in any supervised or unsupervised fitness center activities, (ii) use of any fitness center equipment, (iii) any loss or theft of personal property, and (iv) accidental injuries, such as "slips and falls" injuries within the fitness center.

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I have read and fully understand the above important information, warning of risk, authorization, assumption of risk, and waiver and generally release of all claims. I am over 18 years of age. (If not over 18 years of age, parent or guardian must sign.)

☐ I agree to these terms.

Do you have any current injuries and/or limitations that will limit your participation in physical fitness activities? \*

☐ Yes ☐ No

What are those current injuries and/or limitations?

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Do you have any COVID-19 Symptoms (ie, Fever, Headaches, Breathing, Chest pain/pressure, Falling Asleep, Confusion, Nausea, Diarrhea, Taste/Smell Loss, etc.)? \*

☐ Yes ☐ No

Which COVID-19 Symptoms do you have?

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Sign your name below:

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

☐ I agree to use electronic records and signatures