

## ATHLETE WAIVER

Full Name

Email Address

Gender

Street Address

City

Province/Region

Zipcode

Country

Date of Birth

### Waiver and Release of Liability

The Port LLC

Address: 210 West Rd., Unit 9, Portsmouth, NH, 03801

**Express assumption of risk:** I, the undersigned, am aware that there are significant risks involved in any physical training regimen. These risks include, but are not limited to: falls which can result in serious injury or death, injury or death due to negligence on the part of myself, my training partner, or other people around me, injury or death due to improper use or failure of equipment. Injury may also result simply from the fact of physical training itself. By its very nature, physical training seeks to have me push beyond my limits in order to produce a physical adaptation by my body. This requires feedback from me to my trainer regarding what is happening with my body. Excessive work can result (in rare cases) in exertional rhabdomyolysis. I should look for signs of excessive soreness, darkened urine, and pain in the kidney areas in the days following a particularly intense workout. I am aware that any of these above mentioned risks may result in serious injury or death to myself and or my partner(s). I willingly assume full responsibility for the risks that I am exposing myself to and accept full responsibility for any injury or death that may result from participation in any activity or class while training with The Port LLC, either at The Port or other locations.

I, the undersigned acknowledge that I have no physical impairments or illnesses that will endanger myself or others.

Initial here:

**Release:** In consideration of the above mentioned risks and hazards and in consideration of the fact that I am willingly and voluntarily participating in the activities available at The Port LLC, I, the undersigned hereby release CrossFit and The Port LLC, their principals, agents, employees, and volunteers from any and all liability, claims, demands, actions or rights of action, which are related to, arise out of, or are in any way connected with my participation in this activity, including those allegedly attributed to the negligent acts or omissions of the above mentioned parties.

This agreement shall be binding upon me, my successors, representatives, heirs, executors, assigns, or transferees. If any portion of this agreement is held invalid, I agree that the remainder of the agreement shall remain in full legal force and effect. If I am signing on behalf of a minor child, I also give full permission for any person connected with The Port LLC 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 and to transport the child to a medical facility deemed necessary for the well being of the child.

**Indemnification:** The participant recognizes that there is risk involved in the types of activities offered by The Port LLC. Therefore the participant accepts financial responsibility for any injury that the participant may cause either to him/herself or to any other participant due to his/her negligence. Should the above mentioned parties, or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to reimburse them for such fees and costs. I further agree to indemnify and hold harmless CrossFit and The Port LLC, their principals, agents, employees, and volunteers from liability for the injury or death of any person(s) and damage to property that may result from my negligent or intentional act or omission while participating in activities offered by The Port LLC.

**Use of picture(s)/film/likeness:** I agree to allow The Port LLC, its agents, officers, principals, employees and volunteers to use picture(s), film and/or likeness of me for social media, marketing, or advertising purposes. In the event I choose not to allow the use of the same for said purpose, I agree that I must inform The Port LLC of this in writing.

Initial here:

I have read and understood the foregoing assumption of risk, and release of liability and I understand that by signing it obligates me to indemnify the parties named for any liability for injury or death of any person and damage to property caused by my negligent or intentional act or omission. I understand that by signing this form I am waiving valuable legal rights.

Initial here:

☐ I agree to these terms.

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**Has your doctor ever said you have heart trouble? \***

☐ Yes ☐ No

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

☐ Yes ☐ No

**Has your doctor ever told you that you have a bone or joint problems, such as arthritis, that could be aggravated by exercise, or made worse? \***

☐ Yes ☐ No

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

☐ Yes ☐ No

**Are you over age 60 AND not accustomed to vigorous exercise? \***

☐ Yes ☐ No

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

☐ Yes ☐ No

**Do you have a disability or a communicable disease? \***

☐ Yes ☐ No

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

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**How did you hear about CrossFit Portsmouth? \***

No answers to show...

**If someone referred you to CrossFit Portsmouth please tell us who.**

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**What's your t-shirt size? \***

No answers to show...

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**Sign your name below:**

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

☐ I agree to use electronic records and signatures