

## ATHLETE WAIVER 2022

Full Name

Email Address

Gender

Street Address

City

Province/Region

Zipcode

Country

Date of Birth

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### Waiver and Release of Liability

#### CrossFit MIA

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Miami, FL 33176

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www.crossfitmia.com

**CrossFit MIA LLC, owners, volunteers, directors, officers, employees, coaches, trainers, instructors, agents, officials, independent contractors, representatives, successors and assigns (hereinafter referred to as "CrossFit MIA", "The Box").**

**All agreements are on a month to month basis.**

**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 CrossFit MIA, either at "The Box" 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 CrossFit MIA I, the undersigned hereby release CrossFit and CrossFit MIA, 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 CrossFit MIA 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 CrossFit MIA. 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 CrossFit MIA, 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 CrossFit MIA.

**Photography:** Use of picture(s)/film/likeness: I agree to allow CrossFit MIA, its agents, officers, principals, employees and volunteers to photograph and film me participating in CrossFit MIA workouts/events.

I hereby grant the CrossFit MIA permission to use my likeness in a photograph in any and all of its publications, for advertising purposes, including website

entries, without payment or any other consideration. I understand and agree that these materials will become the property of the CrossFit MIA and will not be returned.

I hereby irrevocably authorize the CrossFit MIA to edit, alter, copy, exhibit, publish or distribute this photo for purposes of publicizing the CrossFit MIA's programs or for any other lawful purpose. In addition, I waive the right to inspect or approve the finished product, including written or electronic copy, wherein my likeness appears. Additionally, I waive any right to royalties or other compensation arising or related to the use of the photograph. I hereby hold harmless and release and forever discharge the CrossFit MIA from all claims, demands, and causes of action which I, my heirs, representatives, executors, administrators, or any other persons acting on my behalf or on behalf of my estate have or may have by reason of this authorization.

In the event I choose not to allow the use of the same for said purpose, I agree that I will inform CrossFit MIA of my wish to withhold the use of my images in writing. I agree that all photographs, videos, printed materials with my image etc. prior to my written request, will not be deleted or removed.

**IMPORTANT NOTE:** Client, by agreeing to partake in CrossFit MIA Personal Training/Nutritional Program services and related activities, agrees to release CrossFit MIA from liability due to participation. **Client is urged to have this release agreement reviewed by their attorney before signing.**

By signing this agreement, Client acknowledges that client has read, understood and agrees with all the terms and conditions of this agreement after having the opportunity to have it reviewed by an attorney at the discretion of the Client. Client further acknowledges and received a filled-in and completed copy of this agreement, which includes EFT request, the release and waiver of liability, and additional terms and provisions of the agreement. This agreement constitutes the entire agreement of the parties and no other agreement or understanding exist between clients and CrossFit MIA. CrossFit MIA has made no express or implied warranties or misrepresentations other than those expressly set forth in this agreement to include client to enter into this agreement. Any conflict between the original agreement and any copy of the original agreement, shall be controlled by the original agreement.

THIS AGREEMENT IS FINAL, THERE IS NO COOLING OFF PERIOD. FOR MONTHLY MEMBERSHIPS WE REQUIRE 15 DAYS NOTICE TO CANCEL YOUR MEMBERSHIP. NEW MEMBERSHIP RATES APPLY UPON RE-ENROLLMENT.

**Hold Request:** You have the option to put your automatically recurring monthly membership on hold for any reason. Membership hold requests must be submitted no less than ten (10) business days before your forthcoming scheduled billing date in writing. An online hold request is available for your convenience - <https://crossfitmia.com/membership-hold>. All membership payments are non-refundable. Membership hold requests are expressed through your own specified dates (start and end date). Your hold cannot exceed 90 days. Upon expiration of the hold period, your account will automatically reactivate and regular membership payments will resume.

**Cancellation Request:** If you chose to cancel your membership during the hold period, the standard 15-day e-mail (written) or online cancellation form (<https://crossfitmia.com/cancel-request>). Cancellation notice requirement is applicable. If you choose to reactivate your membership after it is canceled, **membership rates in effect at the time of reactivation will be applicable** (membership rates are subject to change). [INITIAL]

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.

☐ 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