

## ATHLETE WAIVER

Full Name

Email Address

Gender

Street Address

City

Province/Region

Zipcode

Country

Date of Birth

## Waiver of Liability

As a condition to, and in consideration of, Crossfit Cape Cod. Inclusive of exercise, cardiovascular, and weight training facilities and equipment, all located at 168 Industrial Dr. Mashpee, Massachusetts (hereinafter referred to and described as the "Center"), I hereby certify, covenant, and agree as follows:

1. I am in good physical condition and am able to use the Center, and to participate in exercise and fitness activities available therein, without any medical restrictions. I will do all exercise and participate in all activities at the Center at my own pace and at my own risk. I understand that the Center is unmanned and unsupervised during its hours of operation.

Initial here:

2. I understand the employees, personnel, or agents of MFM Athletics & Wellness LLC, dba Crossfit Cape Cod do not have expertise in diagnosing, examining, or treating medical conditions of any kind, or in determining the effect of any specific exercise on any medical condition(s).

Initial here:

3. I grant permission for first aid and/or C.P.R. to be given to me in an emergency, as determined at the sole discretion of the employees, personnel, or agents of Owner and Manager, and I agree that I will be solely responsible for any medical costs or expenses which may arise as a result thereof, or as a result of my use of the Center.

Initial here:

4. I acknowledge that I have read and understood all posted Rules and Regulations governing the use and hours of operation of the Center. I agree to fully comply with these Rules and Regulations as they are amended from time to time.

Initial here:

5. I understand that in participating in one or more exercise or fitness activities there is a possibility of accidental or other physical injury or of loss or damage to my personal property. I agree to assume all risk of such injury or loss of or damage to my property, and further agree to indemnify and hold harmless Owner and Manager and any officers directors, shareholders, partners, employees, personnel, or agents thereof from any liability, loss, cost, damage, expense, claim, or suit whatsoever for any and all injury, loss, illness, harm, cost, expense, claim, suit or damage resulting from or related to my use of the Center, except to the extent that such an injury, loss, illness, harm, cost, expense, claim, suite or damage is caused by the intentional act or omission of such parties.

Initial here:

☐ I agree to these terms.

What is your previous experience with exercise?

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How did you hear about us?

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Sign your name below:

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

☐ I agree to use electronic records and signatures