## **ATHLETE WAIVER**

| Full Name      | Email Address |                 | Gender  |
|----------------|---------------|-----------------|---------|
| Street Address | City          | Province/Region | Zipcode |
| Country        | Date of Birth |                 |         |
|                |               |                 |         |

## Waiver and Release of Liability

Perpetual Fitness, Inc. / Perpetual Motion CrossFit 203 E Royalton Rd Ste 107 Broadview Heights, OH 44147

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 rhabdomyolosis. 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 Perpetual Motion CrossFit, either at its principal 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 Perpetual Motion CrossFit, I, the undersigned hereby release CrossFit and Perpetual Motion CrossFit, 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 Perpetual Motion CrossFit 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. 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 Perpetual Motion CrossFit, 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.

**Photo Release:** I hereby grant Perpetual Fitness permission to use my likeness in a photograph, video, or other digital media ("photo") in any and all of its publications, including web-based publications, without payment or other consideration.



I have <u>read</u> and <u>understood</u> 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 <u>signing</u> this form I am <u>waiving</u> valuable legal rights.

| ☐ I agree to these terms.   |               |
|---|---------------|
| Has your doctor ever told you that you have: * No answers to show   |               |
| Are there any other medical reasons you should not perform physica $\  \  \  \  \  \  \  \  \  \  \  \  \ $ | l activity? * |
| Please describe   |               |
|   |               |
|   |               |
|   |               |
| Do you have any muscle, tendon, joint, or bone problems? *  ☐ Yes ☐ No                                      |               |
| Please describe   |               |
|   |               |
|   |               |
|   |               |
| Do you currently exercise? * □ Yes □ No   |               |
| Are you currently pregnant? *  ☐ Yes ☐ No   |               |
| What are you currently doing for exercise? * No answers to show   |               |
| What is your weekly exercise frequency? * No answers to show  |               |
| What days/times are best for you to come workout? *   |               |
|   |               |
|   |               |
|   |               |
| What are your fitness goals?  |               |
|   |               |
|   |               |
|   |               |

| Why are these goals important to you?                          |  |
|--|--|
|  | _  |
|  | _  |
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|  | _  |
|  | _  |
|  |  |
| Are there any barriers keeping you from achieving these goals? |  |
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|  |  |
| How did you hear about us? *                                   |  |
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|  | _  |
|  | _  |
|  | _  |
|  |  |
| Sign your name below:  |  |
| Sign your name below:  |  |
|  | Please read the <u>Electronic Records and Signature Disclosure</u> |
|  | ☐ agree to use electronic records and signatures                   |