

ATHLETE WAIVER

Full Name

Email Address

Gender

Street Address

City

Province/Region

Zipcode

Country

Date of Birth

INFORMED CONSENT/ASSUMPTION OF RISK

I, _____, agree to participate in one or more activities sponsored by Modern Athletics, DBA CrossFit Modern, which may include, but not necessarily be limited to, CrossFit Classes, Personal Training, Group Fitness Training, and/or training of any kind by Modern Athletics. Modern Athletics made me fully aware that the fitness programs/classes which Modern Athletics offers and in which I desire to participate are of a nature and kind that are extremely strenuous and can/may push me to the limits of my physical abilities. I the undersigned recognize and understand that the programs/classes are not without varying degrees of risk which may include, but are not limited to the following: injury to the musculoskeletal and/or cardio respiratory systems 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, or injury or death due to a medical condition, whether known or unknown by me. I am aware that any of these above-mentioned risks may result in serious injury or death to myself and/or my partner(s).

Initial here:

I willingly assume full responsibility for any and all risks that I am exposing myself to as a result of my participation in Modern Athletics programs/classes and accept full responsibility for any injury or death that may result from participation in any activity, class, or physical fitness program. I hereby certify that I know of no medical problems that would increase my risk of illness or injury as a result of participation in a fitness program designed by Modern Athletics. Modern Athletics informed me that there exists the possibility of adverse physical changes during an exercise program, and I fully understand the same. Modern Athletics informed me that these changes could include abnormal blood pressure, fainting, disorder of heart rhythm, stroke, and in very rare instances, heart attack or even death, and I fully understand the same. With my full understanding of the above information, I agree to assume any and all risk associated with my participation in Modern Athletics fitness programs/classes.

Initial here:

RELEASE: In full consideration of the above mentioned risks and hazards and in full consideration of the fact that I am willingly and voluntarily participating in the activities made available by Modern Athletics, and with my full understanding of all of the above, I hereby waive, release, remise, and discharge Modern Athletics and its agents, officer, principals and employees and volunteers, of any and all liability, claims, demands, actions or rights of action, or damages of any kind related to, arising from, or in any way connected with my participation in Modern Athletics fitness programs/classes, including those allegedly attributed to the negligent actions 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 Modern Athletics to administer first aid deemed necessary, and in case of serious illness or injury, I give permission to call for medial and/or surgical care for the child and to transport the child to a medical facility deemed necessary for the wellbeing of the child.

Initial here:

INDEMNIFICATION: I recognize that there is risk involved in the types of activities offered by Modern Athletics DBA CrossFit Modern. Therefore, I accept financial responsibility for any injury that I or any participant may cause either to him/herself or to any other participant to 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 Modern Athletics, 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 Modern Athletics.

Initial here:

I have fully read and fully understand 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