

MI5 FITNESS WAIVER

Full Name

Email Address

Gender

Street Address

City

Province/Region

Zipcode

Country

Date of Birth

Initial here:

I acknowledge that participating in activities at Mi5 Fitnessw/CrossFit Lakeville ("Mi5") involves known and unanticipated risks, which could result in physical or emotional injury, paralysis or permanent disability, death, and property damage. Risks include, but are not limited to, broken bones, torn ligaments, or other injuries as a result of falls or contact with other participants; death as a result of drowning or brain damage caused by near drowning in pools or other bodies of water; medical conditions resulting from physical activity; and damaged clothing or other property. I understand such risks simply cannot be eliminated, despite the use of safety equipment, with jeopardizing the essential qualities of the activity.

Initial here:

I expressly accept and assume all of the risks inherent in this activity or that might have been caused by the negligence of the Releasees. My/My child's participation in these activities is purely voluntary and we elect to participate despite the risks. In addition, if at any time I believe that event conditions are unsafe or that I or my child are unable to participate due to physical or medical conditions, then I will immediately discontinue participation.

Initial here:

I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Releasees (Mi5, Mi5 employees, and Mi5 contractors) from any and all claims, demands, or causes of action which are in any way connected with my/my child's participation in these activities, or use of Mi5 equipment or facilities, arising from negligence. This release does not apply to claims arising from intentional conduct or conduct that constitutes greater than ordinary negligence. Should Releasees or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

Initial here:

I represent that I have adequate insurance to cover any injury or damage I or my child may suffer or cause while participating in this activity, or else I agree to bear the costs of such injury or damage myself. I further represent that I/my child have no medical or physical conditions, which could interfere with our safety in these activities, or else I am willing to assume – and bear the costs of – all risks that may be created, directly or indirectly, by such condition.

Initial here:

In the event that I file a lawsuit, I agree to do so in the state where Releasees' facility is located, and I further agree that the substantive law of that state shall apply.

Initial here:

I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

• I hereby release all pictures and videos of myself or my child taken by Mi5 and Mi5 trainers and contractors for promotional purposes

and programming materials, including the Mi5 website.

- I acknowledge that certain sections of this waiver may not apply to me and/or my child and the programs or activities that we have chosen but

agree to be bound by any applicable language.

By signing this document, I agree that if I or my child is hurt or our property is damaged during participation in these activities, then I or my child may be found by a court of law to have waived our right to maintain a lawsuit against the parties being released on the basis of any claim for negligence. I have had sufficient time to read this entire document and, should I choose to do so, consult with legal counsel prior to signing. Also, I understand this activity might not be made available to me or that the cost to engage in this activity would be significantly greater if Mi5 did not utilize waivers as a method to lower insurance and administrative costs. I have read and understood this document and I agree to be bound by its terms.

☐ 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