

CRFF WAIVER OF LIABILITY

Full Name

Email Address

Gender

Street Address

City

Province/Region

Zipcode

Country

Date of Birth

In consideration of my use of the exercise equipment and facilities provided by the company, I expressly agree and contract, on behalf of myself, my heirs, executors, administrators, successors and assigns, that the company and its insurers, employees, officers, directors, and associates, shall not be liable for any damages arising from personal injuries (including death) sustained by me, or my guest in, on, or about the premises, or as a result of the use of the equipment or facilities, regardless of whether such injuries result, in whole or in part, from the negligence of the company.

By the execution of this agreement, I accept and assume full responsibility for any and all injuries, damages (both economic and non-economic), and losses of any type, which may occur to me or my guest, and I hereby fully and forever release and discharge the company, its insurers, employees, officers, directors, and associates, from any and all claims, demands, damages, rights of action, or causes of action, present or future, whether the same be known or unknown, anticipated, or unanticipated, resulting from or arising out the use of said equipment and facilities.

I expressly agree to indemnify and hold the company harmless against any and all claims, demands, damages, rights of action, or causes of action, of any person or entity, that may arise from injuries or damages sustained by me or my guest.

I agree to be solely responsible for safety and well being of my guest and myself. I understand that the company does not provide supervision, instruction, or assistance for the use of the facilities and equipment.

I agree to comply with all rules imposed by the company regarding the use of the facilities and equipment. I agree to conduct myself in a controlled and reasonable manner at all times, and to refrain from using any equipment in a manner inconsistent with its intended design and purpose.

I understand and acknowledge that the use of exercise equipment involves risk of serious injury, including permanent disability and death.

I understand and agree that the company is not responsible for property that is lost, stolen, or damaged while in, on, or about the premises.

I understand and agree that my use of the facilities and equipment is only to be undertaken on my own personal time, and that my use of the facilities and equipment is not within the course or scope of my employment.

Initial here:

In addition to the above, I also recognize and understand that the 2020 COVID-19 outbreak increases my risk associated with attending the facility or participating in designated classes or attending the "open gym" time slots of contracting the virus. I understand the increased risk of transmission should I choose to attend classes or "open gym" time slots and release the company of all liability, including taking any legal action against the company should I contract the virus from another person, any of the equipment or the facility itself. I understand that I choose to participate at my own risk, and the company will not be responsible for any medical complications, bills or necessary treatment should I contract the virus, both inside or outside of the facility. I also agree that if I am sick, feeling sick or living with someone at home who is sick, that I will not attend the gym, its classes or "open gym" time slots. I also understand that the staff on site have the right to refuse entry or discontinue usage at any time if he/she suspects that I may be sick or pose a risk to other individuals including the staff. I also agree to inform the staff should I contract the virus, immediately discontinue usage and attendance at the facility, and inform all other at-risk parties accordingly.

Initial here:

I HAVE READ THE FOREGOING WAIVER AND RELEASE OF LIABILITY AND VOLUNTARILY EXECUTED THIS DOCUMENT WITH FULL KNOWLEDGE OF ITS CONTENT.

Initial here:

☐ I agree to these terms.

Do you understand the current COVID-19 pandemic exists, and agree to still participate in classes or Open Gym? *

☐ Yes ☐ No

Do you understand you Waive all Liability of CaliRoots FitFusion should you contract the virus on or off premises of the facility? *

☐ Yes ☐ No

Do you agree that you are NOT feeling sick, are sick or living with someone who is sick? *

☐ Yes ☐ No

Do you understand it is the right of the staff to deny entry or discontinue usage of the facility should he/she deem you high risk to others? *

☐ Yes ☐ No

Sign your name below:

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

☐ I agree to use electronic records and signatures