

CROSSFIT WASHINGTON WAIVER

Full Name

Email Address

Gender

Street Address

City

Province/Region

Zipcode

Country

Date of Birth



CrossFit Washington, Washington Wellness & Nutrition, Firebreather LLC, and B&D Property Holdings LLC Waiver and Release of Liability

Express assumption of risk: I, _____, 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 physical and mental 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 rhabdomyolysis. I should look for signs of excessive soreness, darkened urine, and pain in the kidney areas in the days following a particularly intense workout. While this type of injury is rare, it can occur due to a number of factors, including (but not limited to) genetic predisposition, medication, or other factors that are beyond the control of my trainer. 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 CrossFit Washington.

I, the undersigned acknowledge that I have no physical condition, illness, or impairment that I know of that will endanger myself or others.

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 CrossFit Washington, I, the undersigned hereby release CrossFit, Inc., its officers and directors, and CrossFit Washington, Washington Wellness & Nutrition, Firebreather LLC, B&D Property Holdings LLC, 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 anyway 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 CrossFit Washington, Washington Wellness & Nutrition, Firebreather LLC, B&D Property Holdings LLC 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 Washington. 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, Inc. and CrossFit Washington, Washington Wellness & Nutrition, Firebreather LLC, B&D Property Holdings LLC, 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 Washington.

Photo/Video Release: I hereby grant CrossFit Washington, Washington Wellness & Nutrition, Firebreather LLC, B&D Property Holdings LLC permission to use my photograph/video image in any and all publications for CrossFit, Inc. or CrossFit Washington, Firebreather LLC, B&D Property Holdings LLC, including on their websites or publications, without payment or any other consideration in perpetuity.

I hereby authorize CrossFit Washington, Washington Wellness & Nutrition, Firebreather LLC, B&D Property Holdings LLC to edit, alter, copy, exhibit, publish or distribute all photos and images. I waive the right to inspect or approve the finished product, including written or electronic copy, wherein my photo appears. Additionally, I waive any right to royalties or other compensation arising or related to the use of the photograph or video images.

I hereby hold harmless and release and forever discharge CrossFit Washington, Washington Wellness & Nutrition, Firebreather LLC, B&D Property Holdings LLC from all claims, demands, and causes of action which I, my heirs, representatives, executors, administrators, or any other persons acting on my behalf or on behalf of my estate which may have or may have by reason of this authorization.

Please understand that despite all the precautions that you, other members, and/or CrossFit Washington, Washington Wellness & Nutrition, B&D Property Holdings LLC, and Firebreather LLC, may take, we cannot guarantee your health or safety, and you may still be exposed to COVID-19, including through interactions with other individuals who have COVID-19. By executing this release and gaining access to the facility, you, on behalf of yourself, your heirs, beneficiaries, representatives, successors and assigns: (1) voluntarily assume all risks associated with any exposure to COVID-19, including, but not limited to

suffering any type of medical condition, illness and, potentially, death; and (2) knowingly and voluntarily waive, release, covenant not to sue, forever discharge, indemnify, and hold harmless CrossFit Washington, Washington Wellness & Nutrition, B&D Property Holdings LLC, and Firebreather LLC, its parents and subsidiaries and their respective officers, directors, employees, contractors, agents, representatives, successors and assigns ("Released Parties") from any and all liability, damages, losses, suits, demands, causes of action to the fullest extent permitted by the laws of this state, or any other claims of any nature whatsoever, arising out of or relating in any way to your use of the facility and your potential exposure to COVID-19.

I am competent to contract in my own name. I have read this release, and I fully understand the contents, meaning, and impact of this release. I have read and understood 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.

Are you a known sexual offender?

☐ Yes ☐ No

If yes, please explain.

Have you ever been convicted of a felony?

☐ Yes ☐ No

If yes, please explain the reason

Do you have any current injuries?

☐ Yes ☐ No

If so what type?

What are your goals at CrossFit Washington?

Sign your name below:

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

☐ I agree to use electronic records and signatures