ATHLETE WAIVER

Full Name

Email Address

Gender

Street Address

City

Province/Region

Zipcode

Country

Date of Birth

And now, the legal stuff. Please read this! It contains some important educational and legal information for you.

WAIVER AND RELEASE OF LIABILITY

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. While this type of injury is relatively rare, it can occur due to a number of factors, including(but not limited to) genetic predisposition or dehydration, that may be 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 Storm King CrossFit, either at the Old PDN Warehouse or other locations.

I, the undersigned acknowledge that I have no physical impairments or illnesses that I know of that will endanger myself or others.

Initial here:

Rhabdomyolysis (hereinafter referred to as “Rhabdo”) can occur when an individual’s physical activity is so intense that muscular cells begin to breakdown and the contents and/or remaining materials enter the bloodstream. Rhabdo may be caused by many other systemic or environmental causes. However, Exertional Rhabdo can occur in athletes of **all** levels of fitness, resulting in muscle cell destruction. The skeletal muscle breakdown impairs kidney function as those organs are unable to handle increased enzymes that are released into the bloodstream. This induces severe physiological changes in the body. The symptoms of Rhabdo include muscle pain, stiffness and extreme weakness, darkening of the urine (similar to the color of tea or cola), decreased urine output, altered mental status, swelling of the body part involved, either with or without pain. A Rhabdo symptom is pain out of proportion to the amount of soreness that one would generally expect, often producing pain much quicker than one would expect after a workout.

Initial here:

I understand that any concerns on my part that I am experiencing any of the symptoms of Rhabdo require immediate presentation to a hospital for emergency treatment. I acknowledge that no third party, either from the facility or otherwise, will be capable of monitoring my urine output or color, and it is my responsibility to be continually cognizant of this symptom and all other symptoms and to monitor them in my own body at all times. I agree that I will remove myself from participation and seek medical treatment of my own accord should I have any concerns regarding possible symptoms of Rhabdo. I understand that statistically individuals most likely to experience Rhabdo are those who are in good shape by general standards or who were previously in good physical shape. This includes individuals who were prior athletes. I acknowledge that often the more mentally tough an athlete is and the more athletic they were in the past or currently are, the greater the risk of exposure to Rhabdo.

Initial here:

I agree to monitor myself in a manner that is proportionate to the potential injury that can be occasioned by this condition. I acknowledge and understand that I am the only individual capable of determining if I am experiencing Rhabdo symptoms. I hereby agree and do willingly assume responsibility for any risks that I

expose myself to and accept full responsibility for any injury or death that may result from participating in this significantly demanding physical activity. I for myself and on behalf of my heirs, assigns, personal representatives and/or next of kin, forever WAIVE, RELEASE, DISCHARGE and COVENANT NOT TO SUE Storm King CrossFit LLC and/or their officers, directors, representatives, partners, officials, principals, agents or employees, subsidiaries, or assigns, as well as their independent contractors.

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 Storm King CrossFit, I, the undersigned hereby release CrossFit and Storm King 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 Storm King 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 Storm King 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.

Initial here:

Financial: There is no membership contract required - if CrossFit is not your thing, we don't think it's fair to continue to take your money. However, you must give us 10 days written notice if you want to cancel your hold your membership. There will be no exceptions made to this.

Initial here:

Photo/Video Release: I hereby grant Storm King CrossFit permission to use my photograph/video image in any and all publications for CrossFit or Storm King CrossFit, including web site entries, without payment or any other consideration in perpetuity.
I hereby authorize Storm King CrossFit 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 Storm King CrossFit from all claims, demands, and causes of action which I, my heirs, representatives, executors, administrators, or any other persons acting on my behalf of on behalf of my estate which may have or may have by reason of this authorization.
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 intialing this form I am waiving valuable legal rights.

Initial here:

☐ I agree to these terms.

Do you have any form of heart disease?
☐ Yes ☐ No

If 'Yes' please explain:

Have you ever experienced shortness of breath / chest pains?

☐ Yes ☐ No

If 'Yes' please explain:

Do you have High Blood Pressure

☐ Yes ☐ No

If 'Yes' please explain:

Do you have Diabetes?

☐ Yes ☐ No

If 'Yes' please explain:

Do you have any knee problems

☐ Yes ☐ No

If 'Yes' please explain:

Do you have any lower back problems

☐ Yes ☐ No

If 'Yes' please explain:

Do you have any neck/shoulder problems

☐ Yes ☐ No

If 'Yes' please explain:

Do you have any hip/pelvis problems

☐ Yes ☐ No

If 'Yes' please explain:

Are there any other health concerns we should be concerned with

☐ Yes ☐ No

If 'Yes' please explain:

Sign your name below:

Please read the Electronic Records and Signature Disclosure

☐ I agree to use electronic records and signatures