## ATHLETE WAIVER

Full Name	Email Address		Gender
Street Address	City	Province/Region	Zipcode
Country	Date of Birth		

## CrossFit 234 Waiver of Release and Liability

**Express Assumption of Risk:** I am aware that there are significant risks involved in all aspects of physical training. 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; strains and sprains. 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 at, or under direction of CrossFit 234.

**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 offered by CrossFit 234, I, the undersigned hereby release CrossFit 234, 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 CrossFit 234 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 234. 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 234, 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 234, at the main building or at an offsite location. This includes but is not limited to parks, recreational areas, playgrounds, areas adjacent to main building, and/or any area selected for training by CrossFit 234.

Media Release: I grant CrossFit 234 perpetual and non-revocable permission to use my name, photographs and video in which my image and likeness appears in connection with my participation in CrossFit activities and further grant permission to display, publish, distribute, use, print and reprint such images and likeness, and the right to employ such images or likeness in advertising and promotions relating thereto or to CrossFit 234 or any activities at or related to CrossFit, including any advertisements or media and electronic displays and transmissions thereof (herein "Likeness Rights"). I release CrossFit 234 from any and all liability for damages for use in any manner or media of the Likeness Rights, and waive any and all claims and causes of action for damages for use of the Likeness Rights, including but not limited to: unauthorized use of my likeness, image, character or persona; violation of my right of publicity or privacy; and for copyright or moral rights infringement, defamation, or being cast in a bad light.

**Consent to Medical Treatment:** In connection with any injury that I may sustain or illness or other medical conditions that I may experience during my presence at CrossFit 234 or otherwise while engaging directly or indirectly in a CrossFit 234 event, I authorize and consent to receive any emergency first aid, medication, medical and/or surgical treatment deemed necessary by the attending personnel and/or CrossFit 234 coaches and staff. I acknowledge that the Released Parties are under no obligation to provide such medical treatment or services, and the Released Parties do not warrant or make any representation concerning the adequacy or continuation of such medical services, nor can the Released Parties be deemed responsible or held liable for any claims arising out of the provision of such medical services or the failure to provide or to continue to provide such medical services. I further authorize the attending personnel and/or CrossFit 234 coaches or staff to execute on my behalf any permission forms, consents or other appropriate documents relating to medical attention and to act on my behalf if not able or immediately available to do so and the same is urgent as determined in their sole discretion.

**Kids' Room:** Parents are responsible for monitoring their children while in the kids' room. No food is allowed in the room. Only clear liquids in a spill-proof cup are allowed. Parents are encouraged to take children to the bathroom before entering the room. Children must stay in the room for the duration of the parents' workout (including warmup and cool down). Any mess made by the children should be cleaned up before leaving. Parents are responsible for any damages made by their children. For safety purposes, the door must remain closed at all times. If a child comes out of the room during a WOD, parents are responsible for pausing their workout to ensure the child does not access the gym floor. Children should never play on any of the equipment in the gym.

Cancellation Policy: We require a 30-day cancellation notice. We do not charge a cancellation penalty.

**Summary:** 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.

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.

How did you hear about CrossFit 234? \*

How often do you currently exercise and/or how long have you been CrossFitting? \*

Are you transferring from another local gym? If so, which one?

Please list any past injuries or surgeries we should know about.

Please list any current injuries, restrictions, or frequent pain.

What is one goal or personal achievement you would like to meet through CrossFit? \*

What are your hobbies, interests, and/or talents?

How is your diet?

What class days/times would you be most likely to attend? Select all that apply. \* No answers to show...

Sign your name below:

Please read the <u>Electronic Records and Signature Disclosure</u> I agree to use electronic records and signatures