

## LEFT COAST SPORTS PERFORMANCE

Full Name

Email Address

Gender

Street Address

City

Province/Region

Zipcode

Country

Date of Birth

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### Assumption of Risk - Release of Liability - Photography and Video Release - Waiver of Claims & Indemnity Agreement

#### BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE:

Left Coast CF LLC (DBA "Left Coast CrossFit"), Catalyst Fitness Inc., Athlete Performance Factory, Forbes Road Associates, owners, partners, principals, volunteers, directors, officers, employees, contract-employees, trainers, instructors, agents, officials, independent contractors, representatives, successors and assigns (hereinafter referred to as "Left Coast CrossFit").

**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 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 Left Coast CrossFit.

Furthermore, I understand there are inherent risks in all aspects of physical training and I acknowledge that I have been informed of the possible strenuous nature of CrossFit training and the potential for undesirable physiological results including, but not limited to, abnormal blood pressure, muscle soreness and fainting. I also acknowledge that I have been specifically warned about the medical condition "Rhabdomyolysis" and accordingly I have been advised to limit my effort in order to minimize the risks associated with this condition.

Initial here:

**Release of Liability:** 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 Left Coast CrossFit, I, the undersigned hereby release Left Coast CrossFit, their principals, partners, agents, employees, contract-employees, landlords 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 Left Coast 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.

Initial here:

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

Initial here:

**Indemnification:** The participant recognizes that there is risk involved in the types of activities offered by Left Coast 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 Left Coast CrossFit, their principals, partners, agents, employees, contract employees, landlords 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 Left Coast CrossFit.

Initial here: 

**Photo Release and Video Monitoring:** I hereby grant to Left Coast CrossFit and its legal representatives and assigns, the irrevocable and unrestricted right to use and publish photographs or videos of me, or my likeness, or images in which I may be included, on the web, social media and/or in any other publication of any media that publicizes or promotes Left Coast CrossFit or Catalyst Fitness entities in any way; and to alter the same without restriction, including the right to crop the photograph or not to use the photograph; and to copyright the same for Left Coast CrossFit. I hereby release Left Coast CrossFit and his/her legal representatives and assigns from all claims and liability relating to said photographs. I also understand that Left Coast CrossFit utilizes 24 hour video recording cameras placed throughout the gym. I hereby acknowledge and agree to this practice and release any rights, privacy or privileges to access the security footage.

Initial here: 

**Personal Property:** I am responsible for the security and safety of my own property and any personal effects I use, bring to or leave at Left Coast CrossFit facility. I understand that Left Coast CrossFit cannot guaranty the security or safety of my property. Should I leave any property at Left Coast CrossFit or otherwise in the custody of Left Coast CrossFit, I do so at my sole and absolute risk. Left Coast CrossFit shall not have any liability to me or anyone else in the event of loss, damage, destruction or use, whether authorized or not, by any person or theft of any such property.

Initial here: 

**I have read and understood the foregoing assumption of risk, open gym access program, release of liability, photo and video release 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.**

Initial here: 

**Warning---SAFETY FIRST:** High intensity exercise must be approached cautiously in the beginning, a gradual ramp up of intensity is necessary to allow muscles cells to adapt to the new demands being placed on them. Failure to do so, opens the door to a life threatening condition, known as 'Rhabdomyolysis'. In short, the muscle cells are severely damaged, flooding the bloodstream with toxins that can overwhelm the kidneys as they attempt to cleanse the blood, leading to potential kidney failure. That being said, it is important that you start at a reduced intensity. Brown urine, complete muscle weakness and/or swelling of joints are warning signs of 'Rhabdo'. If you develop these symptoms, seek medical assistance immediately.

Initial here: 

☐ I agree to these terms.

**Have you trained with Athlete Sports Performance or Coach Darius before? \***

☐ Yes ☐ No

**Sign your name below:**

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

☐ I agree to use electronic records and signatures