

## MEMBER WAIVER

Full Name

Email Address

Gender

Street Address

City

Province/Region

Zipcode

Country

Date of Birth

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### 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 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 Explicit CrossFit.

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:

Children: CrossFit Classes are for ages 16 and up, unless Coaches/Parents agree to the maturity level of a child 12-16 may participate alongside a parent in class. Explicit CrossFit Coaches/Staff have the authority to determine which classes/events a child is allowed to participate in, based on their level of fitness, emotional and physical maturity. Children not attending a class (11 and under) must stay contained in designated child safety zones; which are not supervised by Explicit CrossFit. Children are under the care and supervision of the parent participating in class. Parents must stay in the facility if a child is present. (ex. if the workout includes an outdoor run off of the property, parents must stay in the building). I agree and assume any and all risk/injury of bringing my child to Explicit CrossFit LLC.

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 Explicit CrossFit, I, the undersigned hereby release CrossFit, Inc., its officers and directors, and Explicit 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.

Initial here:

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 Explicit 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 Explicit 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, Inc. and Explicit 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 Explicit CrossFit.

Initial here: 

Photo/Video Release: I hereby grant Explicit CrossFit permission to use my photograph/video image in any and all publications for CrossFit, Inc. or Explicit CrossFit, including on their websites or publications, without payment or any other consideration in perpetuity.

I hereby authorize Explicit 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.

Initial here: 

I hereby hold harmless and release and forever discharge Explicit 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 signing this form I am waiving valuable legal rights.

Initial here: 

I understand in order to stop an auto bill payment, I must contact Explicit CrossFit via Facebook messenger or during office hours 5am-6pm by the 25th of the month before it's like to stop the next billing cycle. Explicit CrossFit will administer a \$10 charge for requests after the 25th and for all refunds. No refunds will be issued after the 5th day of the month.

Initial here: 

Signature of participant: Date: If the participant is under the age of 18, [Signature]

Signature of Parent or Guardian: Date: (Parent/Guardian) Print Name: [Signature]

☐ I agree to these terms.

**Do you have any medical conditions \***

☐ Yes ☐ No

**Do you have any physical restrictions, limitations or injuries \***

☐ Yes ☐ No

**Past surgeries \***

☐ Yes ☐ No

**Medications \***

☐ Yes ☐ No

**Sign your name below:**

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

☐ I agree to use electronic records and signatures

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