

HYACK ATHLETICS WAIVER

Full Name

Email Address

Gender

Street Address

City

Province/Region

Zipcode

Country

Date of Birth

HYACK ATHLETICS LTD. DBA CROSSFIT NEW WEST ("Hyack Athletics")

WAIVER AND RELEASE OF LIABILITY

ACKNOWLEDGEMENT AND ASSUMPTION OF RISK

I UNDERSTAND AND AGREE that by coming to Hyack Athletics, I am assuming the risk of exposure to the coronavirus (or other public health risks). This risk may increase if I travel by public transportation, cab, or ridesharing service. I agree to take certain precautions which will help keep everyone safe from exposure and follow Hyack Athletics safety guidelines at all times.

I UNDERSTAND AND AGREE that there is a potential risk for injury involved in the training and participation of any physical Activity. I further understand and agree that participating in any Activity offered by Hyack Athletics or any type of CrossFit or Functional Fitness is a potentially dangerous Activity. Bumps, bruises, scrapes, scratches and soreness are commonplace, and most participants will encounter this sort of minor injury from time to time while taking part in this Activity. More serious injuries are possible, including sprains, strains, twists, cramps, and injuries of similar magnitude. The possibility of more serious injury exists, including fractured bones, broken bones, torn ligaments, and a rare but serious condition known as Rhabdomyolysis, though most participants do not encounter such serious injuries/conditions. There remains, despite safety precautions, the remote possibility of crippling or death.

The term "Activity" includes all activities, events or services provided, arranged, organized, conducted, sponsored or authorized by Hyack Athletics, and will include, but will not be limited to, physical exercises, using the equipment and attending classes.

A minor child or children (a "Minor") may accommodate me while I am present at Hyack Athletics. I have considered and I am aware of the potential risks of having a Minor with me at Hyack Athletics while I perform my Activity. I accept that while I perform my Activity at Hyack Athletics, there may be times where a Minor will not be under my direct supervision. I hereby freely accept and fully assume all risks and the possibility of personal injury, property damage and loss to a Minor while I am present at Hyack Athletics.

I FREELY ACCEPT AND FULLY ACKNOWLEDGE all such risks, dangers and hazards, resulting from my participation in any activity offered by Hyack.

I AM ALSO AWARE THAT I SHOULD DISCUSS MY PARTICIPATION IN THIS ACTIVITY WITH MY PHYSICIAN TO DETERMINE THE EFFECT ON MY CURRENT HEALTH.

It is my right and responsibility as a participant to immediately remove myself from participation in the program and notify the nearest official, if at any time I sense any unusual hazard or unsafe condition or if I feel that I am physically, emotionally, or mentally unfit for continued participation in the program. I have read and understood the above statement of risk. I assume responsibility for my own safety, and I understand and accept the risks involved with all activities offered by Hyack Athletics.

RELEASE OF LIABILITY, WAIVER OF CLAIMS, AND INDEMNITY AGREEMENT

In consideration of approval for myself to participate in the activities offered by Hyack Athletics, I hereby agree as follows:

TO WAIVE ANY AND ALL CLAIM that I have or may in future have against Hyack Athletics, coaches, officials, members, agents, volunteers, directors, officers, employees and representatives, and other participants (all of whom are hereinafter collectively referred to as "Releasees").

I HAVE READ, understood and agree with the statements in the **ACKNOWLEDGEMENT AND ASSUMPTION OF RISK** portion of this document, and by assuming and acknowledging this risk, I completely absolve all from any and all liability for loss, damage, injury or expense that I may suffer, that a third party may suffer, or that my next of kin may suffer as a result of my participation in any of the activities and/or programs offered by the Releasees, **DUE TO ANY CAUSE WHATSOEVER**. I acknowledge my responsibility to ensure adequate medical personal health, dental and accident insurance coverage, as well as protection of my personal possessions.

IN ENTERING INTO THIS AGREEMENT I am not relying upon any oral or written representations or statements made by the Releasees other than what is set forth in this agreement. **I HAVE READ AND UNDERSTOOD THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS OR ASSIGNS MAY HAVE AGAINST THE RELEASEE.**

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 Hyack Athletics 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 to the child to a medical facility deemed necessary for the well-being of the child.

INDEMNIFICATION: I recognize that there is risk involved in the types of activities offered by Hyack Athletics. Therefore I accept all financial responsibility for any injury that the participant may cause either to him/herself or to any other participant due to my 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 the Releasees 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 Hyack Athletics, at the main building(s) or abroad. This includes, but is not limited to parks, recreational areas, playgrounds, areas adjacent to the main building, and/or any area selected for training by Hyack Athletics.

PHOTOGRAPHY/VIDEO RELEASE

I, the undersigned, give permission to Hyack Athletics and/or parties designated by Hyack Athletics to photograph/video me and use such photograph(s)/video(s) in all forms of media, for any and all promotional purposes including advertising, display, audiovisual, exhibition or editorial use. I further consent to the use of my name in connection with the photograph(s)/video(s) if needed by Hyack Athletics and/or parties designated Hyack Athletics. I understand and agree that I will not receive any payment for my time or expenses or any royalty for the publication of the photograph(s)/video(s) or the use of my name and I hereby release Hyack Athletics and/or any parties designated by Hyack Athletics from any such claims. I certify that I have read and fully understand this consent and release, and that all questions pertaining to this consent have been answered to my satisfaction.

Initial here:

☐ I agree to these terms.

I am 19 years or older *

☐ Yes ☐ No

How did you hear about CFNW? Who referred you to us? *

Do you take any prescription Medications? *

☐ Yes ☐ No

If yes, please list

Do you have any medical conditions like Diabetes, Asthma, high Blood Pressure, heart condition etc.? *

☐ Yes ☐ No

If yes, please explain

Do you have any current or previous injuries or surgeries? *

☐ Yes ☐ No

If yes, please explain

How many times per week are you exercising now? *

No answers to show...

What type of exercise are you currently doing or have you done in the past? *

Is there anything else we should be aware of? Do you have any questions, concerns or hesitations about starting a new fitness program? *

Sign your name below:

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

☐ I agree to use electronic records and signatures