

## ATHLETE WAIVER

Full Name

Email Address

Gender

Street Address

City

Province/Region

Zipcode

Country

Date of Birth

PLEASE NOTE: This waiver of Liability, Release, Acknowledgement of Risk, and Indemnification Agreement ("Waiver Agreement") is intended to be, and is, legally binding. If any aspect of this Waiver Agreement requires clarification, have a CrossFit Destin, employee fully explain it before signing. By signing the CrossFit Destin "Athlete Waiver" you are agreeing to all terms set forth in this Waiver Agreement for both you, your children and your guest who enter the facility. You and/or the person on whose behalf you are signing, are waiving the right to bring any type of action, whether in court or otherwise, to recover compensation or obtain any other remedy for any personal injuries, damages to property, any accident or incident of any type, or death, arising out of or related to your use of CrossFit Destin, its facilities, grounds, rigs, exercise areas, kids area, classes, equipment, whether the use is supervised or unsupervised. While CrossFit Destin offers these activities in a controlled environment, there is still an assumed risk of injury to persons using CrossFit Destin. In agreeing to this Waiver Agreement, I hereby acknowledge, understand, and agree on my behalf, and upon behalf of the person for whom I am signing, that the use of CrossFit Destin, its facilities, equipment, rigs, classes and/or participating in activities sponsored by CrossFit Destin have inherent risks. These risks include, but are not limited to, any injury of damage resulting from:

Negligence of employees, volunteer assistants, independent contractors of CrossFit Destin. Negligent misuse of the facility, rigs, or equipment of CrossFit Destin; falling off or impacting against the rigs, impact surface, floors, or anything else; rope abrasion, entanglement or other activities occurring on the premises; cuts or abrasions resulting from any cause whatsoever; failure of the rigs or equipment, whether inside or outside; personal health problems, whether mental or physical; negligence of other athletes, visitors, or observers or persons who may be present in or around the fitness or kids area or facility, and/or negligence or lack of adequate training of any person(s) who seek to assist with medical or other help either before or after any injury or damage may occur.

### CROSSFIT DESTIN AGREEMENT AND RELEASE OF LIABILITY

1. In consideration of being allowed to participate in the activities, open gym offerings and programs of CrossFit Destin and to use its facilities, equipment and machinery in addition to the payment of any fee or charge, I, for myself, my heirs and assigns, hereby waive, release, and forever discharge CrossFit Destin, and their officers, agents, employees, representatives, executors and all others from any and all, responsibilities or liability from injuries or damages resulting from my participation in any activities or my use of equipment, classes, rigs or machinery in the above mentioned activities. I do hereby release all of those mentioned and any others acting upon their behalf from any responsibility or liability for any injury or damage to myself, including those caused by the negligent act or omission of any of those mentioned or others acting on their behalf or in any way arising out of or connected with my participation in any activities of CrossFit Destin or the use of any equipment at CrossFit Destin.

2. I understand and am aware that, fitness, and gymnastics including the use of the equipment, are all potentially hazardous activities. I also understand that fitness activities involve a risk of injury or even death, and that I am voluntarily participating in these activities and using equipment and machinery with knowledge of the dangers involved. I hereby to expressly assume and accept any and all risks of injury or death.

3. I do hereby declare myself to be physically sound and suffering from no condition, impairment, disease, infirmity, or other illness that would prevent my participation or use of equipment, rigs or machinery except as herein stated. I acknowledge that I have either had a physical examination and been given my physician's permission to participate, or that I have decided to participate, in the activity of, fitness, and gymnastics and the use of the equipment, rigs and machinery without the approval of my physician and do hereby assume all responsibility for my participation and activities, and utilization of equipment and machinery in my activities.

4. Please understand that despite all the precautions that you, other members, and/or that CrossFit Destin may take, we cannot guarantee your health or safety, and you may still be exposed to COVID-19 or other communicable viruses, including through interactions with other individuals who have COVID-19 or other communicable viruses. By executing this release and gaining access to the facility, you, and your children or guests, on behalf of yourself, your heirs, beneficiaries, representatives, successors and assigns: (1) voluntarily assume all risks associated with any exposure to COVID-19 or any other communicable viruses, including, but not limited to suffering any type of medical condition, illness and, potentially, death; and (2) knowingly and voluntarily waive, release, covenant not to sue, forever discharge, indemnify, and hold harmless CrossFit Destin, its parents and subsidiaries and their respective officers, directors, employees, coaches, contractors, agents, representatives, successors and assigns ("Released Parties") from any and all liability, damages, losses, suits, demands, causes of action to the fullest extent permitted by the laws of this state, or any other claims of any nature whatsoever, arising out of or relating in any way to your use of the facility and your potential exposure to COVID-19 or other communicable viruses.

Parent and/or Guardian must sign below for minors: AGREEMENT AND RELEASE OF LIABILITY

5. In consideration of having CrossFit Destin allow my child, who is under the age of 18 to participate in the activities and programs of CrossFit Destin, including but not limited to, gymnastics and use of the rigs and any other equipment, as well as the unsupervised children's play area, I hereby for my child's heirs, executors, administrators, and or assigns, waive and release any and all rights and claims of any nature my child may have against CrossFit Destin, its officers, employees, coaches, agents, chapters, assignees, licensees, and cooperating entities, their representatives, heirs, executors, administrators, successors, and assigns for and against any and all injuries or damages of any nature my child may suffer while taking part in any activities connected with CrossFit Destin. This release and consent shall be binding upon my child's heirs, executors, administrators, and/or assigns.

PHOTO MDEO RELEASE

6. I hereby give permission for images of myself or my child, captured during regular and special activities through video, camera and digital camera to be used solely for the purposes of CrossFit Destin promotional material, publications, social media, and website and waive any rights of compensation or ownership thereto. Last names of minors will not be given or posted on the website.

(Please initial)

Initial here:

☐ I agree to these terms.

Sign your name below:

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

☐ I agree to use electronic records and signatures