

24 HOUR ACCESS

Full Name

Email Address

Gender

Street Address

City

Province/Region

Zipcode

Country

Date of Birth

Minnesota Elite Fitness LLC (MEF, DBA Timberwolf Fitness)

Waiver Form

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 several 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 MEF.

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:

24/7 Program Access Assumption of Risk: MEF STRONGLY RECOMMENDS THAT YOU CLEAR YOUR PARTICIPATION IN ANY EXERCISE PROGRAM WITH YOUR PHYSICIAN. USE OF THE EA FACILITIES UNDER THE 24/7 ACCESS PROGRAM IS UNMONITORED, AND YOUR USE OF MEF EQUIPMENT AND FACILITIES IS AT YOUR OWN RISK – MEF WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY INJURY OR DAMAGES INCURRED BY YOU ARISING OR CONNECTED IN ANY WAY WITH YOUR USE OF MEF EQUIPMENT AND FACILITIES. MEMBERSHIP IS AT MEF SOLE DISCRETION AND ANY VIOLATION OF THE RULES AND REGULATIONS CAN RESULT IN CANCELLATION OF MEMBERSHIP.

IN CONSIDERATION OF MEF MAKING ITS EQUIPMENT AND FACILITIES AVAILABLE FOR MY USE, I ACKNOWLEDGE AND AGREE AS FOLLOWS:

- I am fully aware that my access to the MEF equipment and facilities will be unattended and I am solely responsible for my own safety and well-

being while participating in physical training activities at the MEF facilities or utilizing the MEF equipment.

- I recognize and understand that physical training is not without varying degrees of risk, which may include, but are not limited to the following: Injury to the musculoskeletal and/or cardio respiratory systems, 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, or injury or death due to a medical condition, whether known or unknown by me.

- I willingly assume full responsibility for any and all risks that I am exposing myself to as a result of my participation in physical training and accept full responsibility for any injury or death that may result from my participation.

- I hereby certify that I know of no medical problems that would increase my risk of illness and injury arising from use of the MEF equipment or facilities. I understand there exists the possibility of adverse physical changes during physical training. I fully understand that these changes could include abnormal blood pressure, fainting, disorder of heart rhythm, stroke, and in very rare instances, heart attack or even death. I understand that certain prescribed medications may exacerbate these physiological changes and create an even greater risk of physical damage or death. With my full understanding of the above information, I agree to assume any and all risks arising from or in any way associated with my voluntary participation in MEF physical activities or the use of the MEF equipment or facilities under the 24/7 Program Access.

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

Indemnification: The participant recognizes that there is risk involved in the types of activities offered by MEF. 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 MEF, 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 MEF.

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 the MEF facilities, and that MEF cannot guaranty the security or safety of my property. Should I leave any property at MEF or otherwise in the custody of MEF, I do so at my sole and absolute risk. MEF 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, 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 agree to these terms.

Sign your name below:

Please read the [Electronic Records and Signature Disclosure](#)
☐ I agree to use electronic records and signatures