

FCF WAIVER

Full Name

Email Address

Gender

Street Address

City

Province/Region

Zipcode

Country

Date of Birth

Liability Release:

In signing this waiver, I agree to all of the below statements and that Frisco CrossFit, LLC dba Fitness and Conditioning of Frisco (FCF) is in no way responsible for the safekeeping of my personal belongings while I attend class. I understand that classes at Frisco CrossFit, LLC Fitness and Conditioning of Frisco may be physically strenuous and I voluntarily participate in them with full knowledge that there is risk of personal injury, property loss or death. I agree that neither I, my heirs, assigns or legal representatives will sue or make any other claims of any kind whatsoever against Frisco CrossFit, LLC dba Fitness and Conditioning of Frisco, Frisco Barbell Club, Frisco Strength and Conditioning or its members, coaches or staff for any personal injury, property damage/loss, or wrongful death, whether caused by negligence or otherwise.

Photography/Video Release:

Participants involved in any activities offered by Frisco CrossFit may be photographed or videotaped during training. The undersigned hereby consents to the use of these photographs and/or videos without compensation, on the Frisco CrossFit website or in any editorial, promotional or advertising material produced and/or published by Frisco CrossFit. Participant agrees that any pictures, audio, or visual recordings taken of him/her in connection with the event can be used for publication, promotion, articles, shows and advertisement without additional consent and without compensation at this time or any other time.

Events:

Participant agrees to hold harmless Frisco CrossFit and all other individuals, organizations, sponsors, promoters, operators, hosts, instructors, associations, schools, owners, officials, directors, employees and other participants connected with the event from all losses, damages, injuries, causes of actions, claims, or complaints in the event that the participant is damaged or injured in any way during the participation, instruction and/or performance of any exercise or during any activity associated with the event location or during transit to or from the event.

Waiver and Release of Liability:

Express assumption of risk: I, the undersigned, am aware that there are significant risks involved in all aspects of physical training. 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 my self, my training partner, or other people around me; injury or death due to improper use or failure of equipment; strains and sprains. I am aware that any of these above mentioned risks may result in serious injury or death to me 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 at, or under direction of Frisco CrossFit dba Fitness and Conditioning of Frisco, Frisco Barbell Club, Frisco Strength and Conditioning, its members, coaches or staff.

I acknowledge that I have no physical impairments, injuries, or illnesses that will endanger me or others and am cleared by a medical doctor to participate in physical activity.

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 offered by Frisco CrossFit, LLC dba Fitness and Conditioning of Frisco, Frisco Barbell Club, Frisco Strength and Conditioning, I, the undersigned hereby release Frisco CrossFit, LLC dba Fitness and Conditioning of Frisco, Frisco Barbell Club, Frisco Strength and Conditioning their principals, agents, employees, coaches 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 Frisco CrossFit dba Fitness and Conditioning of Frisco, Frisco Barbell Club, Frisco Strength and Conditioning 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. I am fully aware that I am 100% responsible for any physical damage caused by my child/children while inside the gym and/or playing outside of the gym or location of the workout, and accept all financial responsibility for any damage caused as a result of my child/children.

Indemnification: The participant recognizes that there is risk involved in the types of activities offered by Frisco CrossFit dba Fitness and Conditioning of Frisco, Frisco Barbell Club, Frisco Strength and Conditioning. Therefore the participant accepts financial responsibility for any injury that the participant may cause to him/herself due to his/her negligence. I agree to indemnify and hold harmless Frisco CrossFit, LLC dba Fitness and Conditioning of Frisco, Frisco Barbell Club, Frisco Strength and Conditioning, 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 Frisco CrossFit, at the main building or abroad. This includes but is not limited to parks, recreational areas, playgrounds, areas adjacent to main building, and/or any area selected for training by Frisco CrossFit dba Fitness and Conditioning of Frisco, Frisco Barbell Club, Frisco Strength and Conditioning.

RHABDO: Rhabdomyolysis is the breakdown of muscle fibers resulting in the release of muscle fiber contents (myoglobin) into the bloodstream. Some of these are harmful to the kidney and frequently result in kidney damage.

Symptoms include: Abnormal urine color (dark, red, or tea or cola colored), general weakness, muscle stiffness or aching (myalgia), severe muscle tenderness and/or muscle swelling, weakness of the affected muscles.

Risk factors include: Alcoholism (with subsequent muscle tremors), crush injuries, heat intolerance, heatstroke, ischemia or necrosis of the muscles (as may occur with arterial occlusion, deep venous thrombosis, or other conditions), low phosphate levels, seizures, severe exertion such as marathon running or calisthenics, shaking chills, trauma, use or overdose of drugs, especially cocaine, amphetamines, statins, heroin, or PCP (Statins are cholesterol reducing medications like Levacor, Zocor, Pravachol, Lipitor, Crestor, and more.)

Prevention: Scale your workouts accordingly. Do not push yourself beyond your limits in the beginning. For your first 30 days (10 – 12 workouts), scale back intensity levels and don't push beyond your limits. Drink plenty of fluids after strenuous exercise to dilute the urine and flush the myoglobin out of the kidney. Proper hydration is also necessary after any condition or event that may involve damage to skeletal muscle. Continue hydrating daily! At least half your body weight in ounces of water per day.

Treatment: Early and aggressive fluids (hydration) may prevent complications by rapidly removing myoglobin out of the kidneys. Fluids may need to be given by I.V. The fluid needs with muscle necrosis may equal the massive fluid volume needs of a severely burned patient. Medicines that may be prescribed include diuretics and bicarbonate (if urine output is sufficient). Hyperkalemia should be treated if present. Kidney failure should be treated as appropriate.

I am confirming that I have fully read and understand the above on Rhabdomyolysis (a.k.a Rhabdo), and the risk associated with Rhabdomyolysis and doing CrossFit activities. By participating in any type of Frisco CrossFit workout or event, I am releasing Frisco CrossFit, LLC, Frisco Barbell Club, Frisco Strength and Conditioning, it's owners, it's employees and trainers of any and all liability, and I fully assume the risk of Rhabdomyolysis associated with CrossFit activities.

****** By signing up for any training option, you agree to be placed on recurring automatic billing due the same day each month. Training is use it or lose it. NO REFUNDS ARE ISSUED. You may cancel your training at anytime with a **minimum** of 30 days notice. NOTE: If you are on an agreement you will be responsible for the difference of your discounted agreement rate and the current month to month rate. Please send this request to info@friscocrossfit.com upon which you will receive further instructions.

ANNUAL INCREASE Frisco CrossFit dba Fitness & Conditioning of Frisco shall have the right to increase service fees at any time without notice and shall be immediately effective. January 1, 2019 and on each January 1st thereafter. The pricing for services will increase by three percent (3%) annually.

In signing below, 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.

CANCELLATION POLICY: We require a 30 day notice of cancellation of all training services. This request must be emailed to: info@friscocrossfit.com with **CANCEL** in the subject line. If notice falls within 30 days you will be billed 1 last final bill. This also allows you full access to your existing services for the remainder of your membership. We truly appreciate your cooperation and understanding.

I have read and understand this release and agreement and agree to its provisions. I am not under the influence of any drugs, alcohol, or other intoxicants. I am not suffering from any illness or incapacity. I am over 18 years of age. (If not over 18 years of age, parent or guardian must sign.)

☐ I agree to these terms.

Any prior or current injuries we should know about? *

☐ Yes ☐ No

If yes, please list.

Any medical conditions we should know about? *

☐ Yes ☐ No

If yes, please list.

Are you currently pregnant?

☐ Yes ☐ No

How did you hear about us? *

Sign your name below:

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