

## ATHLETE WAIVER

Full Name

Email Address

Gender

Street Address

City

Province/Region

Zipcode

Country

Date of Birth

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### ACKNOWLEDGMENT OF RISK AND RELEASE OF LIABILITY

**IN CONSIDERATION** of CrossFit WHL ("Workhorse") permitting the Customer to use the athletic/training facilities and equipment located on Workhorse premises, the Customer, and in the case of a Customer who is a minor, the Guardian (must be a parent or legal guardian) in her/his own right and on behalf of the Customer agree(s) to be bound by the following:

a) **DISCLAIMER:** Workhorse, its owners, agents, servants, representatives, successors, divisions, subsidiaries, affiliates and/or assigns shall not be responsible for any injury, including death, suffered by the Customer and/or any other person, or for any loss or injury to property of the Customer and/or any other person, at any time for any reason whatsoever, whether reasonably foreseeable or not and including negligence on the part of Workhorse, its owners, employees, agents, servants, divisions, subsidiaries, affiliates and/or representatives.

By initialling, I acknowledge that I have read and understand the above clause (in the case of a minor both the Customer and Guardian must initial).

Initial here:

b) **RELEASE:** The Customer, and in the case of a Customer who is a minor, the Guardian in her/his own right and on behalf of the Customer, shall assume all risks and does/do hereby release and forever discharge Workhorse, including its owners, employees, servants, agents, representatives, successors, divisions, subsidiaries, affiliates and assigns and each of them from any and all actions, causes of action, claims or demands of whatsoever kind and howsoever arising, whether known or unknown, whether reasonably foreseeable or not and which the Customer now has or at any time hereafter may have arising from any cause, matter or thing whatsoever.

By initialling, I acknowledge that I have read and understand the above clause (in the case of a minor both the Customer and Guardian must initial).

Initial here:

c) **INDEMNITY:** The Customer, and in the case of a Customer who is a minor, the Guardian both in her/his own right and on behalf of the Customer, does/do hereby covenant and agree with Workhorse that the Customer and/or Guardian will at all times hereafter indemnify and save harmless Workhorse, its owners, employees, servants, agents, successors, divisions, subsidiaries, affiliates and assigns and each of them from all suits, actions, causes of action, claims or demands of whatsoever kind and howsoever arising, whether known or unknown, whether reasonably foreseeable or not, whether arising from the negligence of Workhorse, its owners, employees, servants, agents, divisions, subsidiaries, affiliates and/or representatives or otherwise which may be made or brought against Workhorse, its owners, employees, servants, agents, representatives, successors, divisions, subsidiaries, affiliates and/or assigns by the Customer, or on her/his behalf or in any way arising out of the use by the Customer of the athletic facilities and equipment located on Workhorse premises or otherwise arising, including the costs of defending any such suits, actions or claims on a substantial indemnity basis.

By initialling, I acknowledge that I have read and understand the above clause (in the case of a minor both the Customer and Guardian must initial).

Initial here:

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Every Client of a Facility User of CrossFit WHL ("Workhorse") must read and understand this waiver prior to using Workhorse facilities and/or equipment.

The following waiver of all claims, release from all liability, assumption of all risks, agreement not to sue and other terms hereof are entered into by me, with and for the benefit of Workhorse, its owners, employees, volunteers, business operations, agents, and site property owners or lessees.

Please initial each box after you have read, understood, and accepted the terms.

1. I am executing this waiver on my own behalf as a Client or on behalf of a Client in my capacity as Parent/Guardian and with the intent that this waiver be binding on myself and the Client for all purposes.

Initial here:

2. Fitness and exercise activities (the "Activities") include, without limitation, contact and non-contact fitness, physical fitness, weightlifting, aerobic and anaerobic exercise, lessons, classes, training, use of facilities, programs and services provided to the Client by Workhorse or the Facility User, as well as attending Workhorse for a tour or trial of any facilities of Workhorse.

Initial here:

3. I am aware that there are inherent dangers, hazards and risks ("Risks") associated with the participation in the Activities. I understand that the Risks are relative to, without limitation, a Client's state of fitness or health (physical, mental, and emotional, patent and latent pre-existing or spontaneously occurring physical conditions or frailties) and to the awareness, care and skill with which a Client conducts himself or herself while participating in the Activities.

Initial here:

4. I freely accept and fully assume any and all responsibility for all Risks and possibilities of personal injury, death, damage to Workhorse equipment and/or facilities, and property damage or loss of any kind resulting from the member's participation in the Activities. I agree that Workhorse has taken reasonable and prudent steps to reduce the Risks and increase the safety of Activities. I accept these Risks and agree to the terms of this waiver even if Workhorse is found to be negligent or in breach of any duty of care or any obligation to a Client or Facility User in either parties participation in the Activities or otherwise at Workhorse.

Initial here:

5. I understand that a Client may stop participating at any time, and has the right to immediately withdraw from any of the Activities in which the conduct of any party seems beyond the scope of training, makes a Client uncomfortable or which a Client believes will be harmful to him or her.

Initial here:

6. In addition to consideration given to Workhorse for a Client's participation in the Activities, the undersigned personally and my heirs, next of kin, executors, administrators, successors, personal representation and assigns, as well as a Client's heirs, next of kin, executors, administrators, successors, personal representatives and assigns, if applicable (collectively our "Legal Representatives") agree:

a) to waive any and all claims that a Client or Legal Representatives of a Client has or may have in the future against Workhorse, its owners, employees, servants, agents, representatives, successors, divisions, subsidiaries, affiliates and assigns for any reason whatsoever; and

b) to release and forever discharge Workhorse, its owners, employees, servants, agents, representatives, successors, divisions, subsidiaries, affiliates and assigns from all liability for all personal injury, death, property damage or loss of any kind resulting from a Client's participation in the Activities or attendance at Workhorse due to any cause, including but not limited to negligence (failure to use such care as a reasonable prudent and careful person would use under similar circumstances), breach of any duty imposed by law, breach of contract or mistake or error in judgment of Workhorse, its owners, employees, servants, agents, representatives, successors, divisions, subsidiaries, affiliates and assigns.

Initial here:

7. I and the Legal Representatives agree to be liable for and hold harmless and indemnify Workhorse, its owners, employees, servants, agents, representatives, successors, divisions, subsidiaries, affiliates and assigns from all actions, proceedings, claims, damages, costs, demands including court costs on a substantial indemnity basis, and liabilities of whatsoever nature or kind arising out of or in any way connected with a Client's participation in the Activities.

Initial here:

8. I agree that this waiver and all terms contained within are governed by the laws of the Province of Ontario. I hereby irrevocably submit to the jurisdiction of the courts of that Province of Ontario.

Initial here: 

9. I confirm that I have had sufficient time to read and understand each term in this waiver in its entirety, and have agreed to the terms freely and voluntarily. I understand that this waiver is binding on myself, a Client (which I acknowledge may include myself), and our Legal Representatives.

Initial here: 

I hereby grant the **Workhorse Fitness Company** permission to use my likeness in a photograph, video, or other digital media ("photo") in any and all of its publications, including web-based publications, without payment or other consideration.

I understand and agree that all photos will become the property of the Workhorse Fitness Company and will not be returned.

I hereby irrevocably authorize the Workhorse Fitness Company to edit, alter, copy, exhibit, publish, or distribute these photos for any lawful purpose. In addition, I waive any right to inspect or approve the finished product wherein my likeness appears. Additionally, I waive any right to royalties or other compensation arising or related to the use of the photo.

I hereby hold harmless, release, and forever discharge the Workhorse Fitness Company from all claims, demands, and causes of action which I, my heirs, representatives, executors, administrators, or any other persons acting on my behalf or on behalf of my estate have or may have by reason of this authorization.

**I HAVE READ AND UNDERSTAND THE ABOVE PHOTO RELEASE. I AFFIRM THAT I AM AT LEAST 18 YEARS OF AGE, OR, IF I AM UNDER 18 YEARS OF AGE, I HAVE OBTAINED THE REQUIRED CONSENT OF MY PARENTS/GUARDIANS AS EVIDENCED BY THEIR SIGNATURES BELOW. I ACCEPT:**

Initial here: 

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☐ I agree to these terms.

**Has your doctor ever said that you have a heart condition and that you should only do physical activity recommended by a doctor? \***

☐ Yes ☐ No

**Do you feel pain in your chest when you do physical activity? \***

☐ Yes ☐ No

**In the past month, have you had chest pain when you were not doing physical activity? \***

☐ Yes ☐ No

**Do you lose your balance because of dizziness or do you ever lose consciousness? \***

☐ Yes ☐ No

**Do you have a bone or joint problem (for example, back, knee or hip) that could be made worse by a change in your physical activity? \***

☐ Yes ☐ No

**Is your doctor currently prescribing drugs (for example, water pills) for your blood pressure or heart condition? \***

☐ Yes ☐ No

**Do you know of any other reason why you should not do physical activity? \***

☐ Yes ☐ No

If you've answered YES to ANY of the above, please inform a coach - you will need consent from your physician to train at CFWHL.

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Sign your name below:

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

☐ I agree to use electronic records and signatures