

## ATHLETE WAIVER

**Full Name**

**Email Address**

**Gender**

**Street Address**

**City**

**Province/Region**

**Zipcode**

**Country**

**Date of Birth**

READ THIS AGREEMENT FULLY AND CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS. AGREEING TO THE TERMS OF THIS AGREEMENT IS A CONDITION OF ACCESS TO ANY CROSSFIT EVENT, VENUE OR OTHER FACILITY.

THIS AGREEMENT COVERS IMPORTANT LEGAL MATTERS INCLUDING, WITHOUT LIMITATION: (i) ASSUMPTION OF ALL RISKS BY YOU, (ii) CONSENT TO PARTICIPATE AND MEDICAL TREATMENT, (iii) WAIVER OF LIABILITY AND RELEASE OF ALL CLAIMS, and (iv) INDEMNITY BY YOU.

### ASSUMPTION OF RISK / WAIVER OF LIABILITY

1. Consideration for Waiving Liability. In consideration for the opportunity to attend and/or participate in any of the workouts, seminars, or other fitness or exercise related instruction, classes, competitions or events, and any related activities, use of any equipment, tests, promotional events, training, exercise, entertainment, demonstrations, instruction, ceremonies and exhibitions (collectively, the "CrossFit Event"), whether conducted, owned, leased, organized, operated, managed, supported, sanctioned or sponsored by or on behalf of CrossFit CTRL, CrossFit, Inc., or any of their respective officers, directors, agents, assistants, contractors, volunteers, staff, representatives, guests and employees, as well as coaches, instructors, judges, trainers, owners, lessors, lessees or operators of any gym or CrossFit-licensed affiliate gym (commonly known as a CrossFit affiliate), CrossFit Event sponsors, exhibitors, vendors, spectators, media and medical personnel present at the CrossFit Event (collectively, the "CrossFit Parties"), or any other venue, location or equipment used in or with any part of a CrossFit Event (collectively, the "Venue" and together with the CrossFit Parties, the "Released Parties" and each a "Released Party"), with or without supervision and whether such activities take place at or near the Venue, traveling to or from the Venue or otherwise, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I (sometimes referred to herein as "Participant"), for myself, my heirs, executors, next of kin, successors in interest, guardians, legal representatives, assigns and administrators, agree as follows:

#### 2. Dangerous Activity.

2.1. Inherent and Additional Risks. I agree and acknowledge that participating in the CrossFit Event may involve inherent danger and risk, that the risk of injury from the CrossFit Event is significant, that the CrossFit Event can be unpredictable, and that such risks and dangers include, without limitation, the danger and risk of (i) PHYSICAL INJURY AND/OR DEATH; (ii) falling, jumping, landing, misdirected equipment, colliding with staff, guests, media personnel and spectators; (iii) minor injuries, such as scratches, bruises and sprains; (iv) major injuries, such as joint and back injuries, broken bones, dislocated shoulders, concussions, rhabdomyolysis, musculoskeletal injuries, cardiovascular injuries, cardiovascular trauma, heart attack, stroke, and injury to my fetus (if pregnant); (v) catastrophic injuries, such as brain injury and paralysis; and (vi) property damage. With respect to any Participant acting as a volunteer for the CrossFit Event or Venue, the activities at the CrossFit Event may also include, without limitation, (a) assisting with, preparing for or tearing down a venue; (b) participating in the administration, monitoring or governance of an event or activity; (c) competing in, assisting participants and/or their families in preparing and training for an event or activity; (d) teaching or instruction, equipment preparation or maintenance; (e) directing traffic and people; (f) performing administrative tasks, and/or (g) participating in any other duties or uses of the CrossFit Event and Venue. I also understand that the use of alcohol and/or drugs may increase or exacerbate these risks and dangers. I understand and agree that neither my actions, nor the actions of any other person, can necessarily be controlled, and that my safety and health cannot be guaranteed while participating in or observing the CrossFit Event and related activities or visiting the Venue. By signing this Agreement, I freely accept and fully assume responsibility for all such dangers and risks and the possibility of personal injury, death, property damage or loss resulting therefrom. I acknowledge and understand that the description of the risks and dangers listed above is not complete and that participating in the CrossFit Event involves additional risks and dangers, which may include, without limitation, encounters with motor vehicles and equipment, limited access to and/or delay of medical attention, mental distress from participation, and negligence of others. I understand that there are risks involved in the decision-making and conduct of the CrossFit Parties' employees and volunteers involved with the CrossFit Event, including, but not limited to, the risk that a coach, instructor, staff or volunteer may misjudge a participant's abilities, conditioning, or mental, emotional or physical condition, misjudge weather, terrain, facilities, equipment, location, or misjudge some other aspect of the CrossFit Event that may make a certain portion of any CrossFit Event inappropriate for Participant.

2.2. Equipment. I agree to inspect before use all equipment offered for use at the CrossFit Event and the Venue, including without limitation, exercise and fitness equipment and apparatus or other equipment (the "Equipment") and to ask questions of the CrossFit Event employees and/or instructors if I do not fully understand how to use either the Equipment or the Venue. I warrant that information provided to CrossFit Event employees, instructors, seminar technicians and personnel will be accurate and complete. If I am under the age of 18, my parent or guardian being at least 18 years old and agreeing to this Agreement on my behalf ("Adult"), understands that he/she may not be available or present when my Equipment is provided, fitted or adjusted and hereby waives the opportunity to inspect the use and fitting of the Equipment and authorizes the CrossFit Event agents or employees to oversee the use and fitting of the Equipment. I understand that, although I may be wearing protective or support gear, as applicable, such gear cannot guarantee my safety or protect the wearer against all potential injuries or prevent all injuries. I accept for use "AS IS" any Equipment used for a CrossFit Event and agree to identify or return either before use or promptly after discovery for replacement or repair any Equipment that I believe may be damaged or defective in any way. If I am under the age of 18, Adult accepts full responsibility for the care of the Equipment used for a CrossFit Event and agrees that Adult will be responsible for the replacement at full retail value of any Equipment damaged or not returned. I understand that additional fees may be required for use of the Venue, Equipment, or other services provided by the CrossFit Event and that age,

height, and ability restrictions may apply to limit participation in the CrossFit Event and use of some or all of the Venue.

3. Duties of Participant and Representation as to Physical Condition. I agree to, or if I, as the Participant, am under the age of 18, Adult agrees to read and, if necessary, explain to me, all posted signs and warnings. I must maintain control at all times while participating in the CrossFit Event. I am responsible for reading, understanding and complying with all signage, including, without limitation, instructions for the use of the Venue. I acknowledge that I have the physical dexterity and knowledge to safely engage in the CrossFit Event and use the Venue. I acknowledge and agree that I am solely responsible for evaluating my physical fitness, mental fitness, technical skills and experience in order to assess my suitability to engage in the CrossFit Event. I acknowledge that I have consulted with a qualified physician about my desired participation in the CrossFit Event, and will adhere to the guidelines that my physician recommends. I acknowledge that I do not suffer from ANY health condition which may be aggravated by participating in the CrossFit Event, including, but not limited to, heart conditions or high blood pressure, back, neck or other skeletal, muscular, respiratory or circulatory problems. I acknowledge that I may be required to wear protective gear appropriate to the CrossFit Event at certain times while participating in any CrossFit Event.

4. Consent to Medical Treatment. In connection with any injury that I may sustain or illness or other medical conditions that I may experience during my presence at the CrossFit Event or the Venue or otherwise while engaging directly or indirectly in the CrossFit Event, I authorize and consent to receive any emergency first aid, medication, medical and/or surgical treatment deemed necessary by the attending personnel and/or the CrossFit Event employees and agents. I acknowledge that the Released Parties are under no obligation to provide such medical treatment or services, and the Released Parties do not warrant or make any representation concerning the adequacy or continuation of such medical services, nor can the Released Parties be deemed responsible or held liable for any claims arising out of the provision of such medical services or the failure to provide or to continue to provide such medical services. I further authorize the attending personnel and/or the CrossFit Event employees or agents to execute on my behalf any permission forms, consents or other appropriate documents relating to medical attention and to act on my behalf if not able or immediately available to do so and the same is urgent as determined in their sole discretion. I ACKNOWLEDGE AND AGREE THAT EMERGENCY ASSISTANCE AND/OR TREATMENT MAY BE RENDERED BY PERSONS WITH TRAINING OR EXPERIENCE WHICH MAY NOT BE ADEQUATE FOR CERTAIN MEDICAL SITUATIONS AND/OR THE INJURIES SUSTAINED BY ME, WHICH INJURIES MAY BE COMPOUNDED BY NEGLIGENT FIRST AID OR EMERGENCY RESPONSE OF THE RELEASED PARTIES OR OTHER INDIVIDUALS OR MEDICAL OR EMERGENCY PERSONNEL AND WAIVE ANY CLAIM IN RESPECT THEREOF IN ACCORDANCE WITH SECTION 6 BELOW. I expressly acknowledge that if the CrossFit Event and Venue are located some distance from medical facilities, that such distance may exacerbate any injury or condition sustained by me. I shall be responsible for all costs associated with such medical care and related transportation.

5. Assumption of Risks. Understanding, acknowledging and agreeing to all the risks and hazards involved with the CrossFit Event, I freely and voluntarily choose to participate in the CrossFit Event, travel to, enter and use the Venue, and I HEREBY VOLUNTARILY AND EXPRESSLY AGREE TO ACCEPT AND ASSUME ALL RISK OF LOSS, DAMAGES, THEFT, INJURY OR DEATH THAT MAY OCCUR TO ME OR MY PROPERTY AS A RESULT OF OR INCIDENT TO MY PARTICIPATION IN THE CROSSFIT EVENT, INCLUDING THE RISK I MAY BE INJURED BY THE ACTIONS, OMISSIONS, REPRESENTATIONS OR NEGLIGENCE OF THE RELEASED PARTIES, OTHER PARTICIPANTS OR THIRD PARTIES WHILE PARTICIPATING IN THE CROSSFIT EVENT OR VISITING, TRAVELING TO OR FROM OR USING OR VISITING THE VENUE. I understand and agree that by agreeing to this Agreement, I am assuming full responsibility for any and all risk of death, serious personal injury, temporary or permanent disability, or property loss and/or damage suffered by me or my property in connection with the CrossFit Event whether or not described in this Agreement, known or unknown, inherent or otherwise, or while visiting, traveling to or using the Venue. I understand and agree that this Agreement will be binding on me, my spouse (or registered domestic partner), my guardians, the executors or administrators of my estate, my heirs, my personal representatives, my assigns, my successors in interest, my children, and any guardian ad litem for said children (collectively, the "Releasers"). I accept full and complete responsibility for the safety of myself, any guests, observers or other individuals who I have invited to the Venue, and property we have brought to the Venue, and I assume the risk of damage, theft, loss or injury caused by others to me, my guests and our property. I also accept full and complete responsibility for the consequences of taking unreasonable risks while participating in the CrossFit Event or using the Venue, including, without limitation, attempting activities that I am not qualified to perform safely, causing any other participants/spectators an unreasonable risk of harm, or failing to follow correct safety procedures when using the Venue and participating in the CrossFit Event.

6. Liability Release and Waiver of Claims. On behalf of myself and the Releasers and in consideration for being allowed to participate in the CrossFit Event and/or use of the Venue, I HEREBY WAIVE, RELEASE AND FOREVER DISCHARGE ANY AND ALL CLAIMS OR CAUSES OF ACTION, NOW KNOWN OR HEREAFTER KNOWN IN ANY JURISDICTION THROUGHOUT THE WORLD, AGAINST THE RELEASED PARTIES, INCLUDING, WITHOUT LIMITATION, ANY BODILY INJURY OR DISABILITY, ILLNESS OR DISEASE, ACCIDENT, DEATH, FINANCIAL LOSS, PROPERTY LOSS, DAMAGE, DESTRUCTION, DELAY, INCONVENIENCE OR OTHER HARM OF WHATEVER NATURE THAT MAY BE DIRECTLY OR INDIRECTLY RELATED TO, ARISING FROM OR SUSTAINED FROM PARTICIPATION IN THE CROSSFIT EVENT AND/OR TRAVEL TO OR FROM OR VISIT TO OR USE OF THE VENUE OR ACTIVITIES RELATED THERETO, NEGLIGENT FIRST AID OR EMERGENCY RESPONSE OF THE RELEASED PARTIES OR OTHER NEGLIGENT ACT OR OMISSION OR BREACH OF ANY EXPRESS OR IMPLIED WARRANTY OF ANY RELEASED PARTIES OR OTHERWISE, provided that nothing in this Section 6 shall be deemed to release any Released Party from liability arising from their own willful or intentional injury to me or my property.

7. Unpredictability of Cause; Personal Responsibility. I understand that injuries and harm may result from the CrossFit Event, including working with and around weightlifting, exercise and fitness equipment and apparatus, climbing ropes, peg boards, walls, sports, music or entertainment equipment and machinery from a variety of causes, including the acts or omissions of other persons, weather, ice, snow, hills, mountains, terrain, ocean or water conditions, ground and environmental conditions and other causes not necessarily predictable or within anyone's control. I agree and acknowledge that the Released Parties do not accept any responsibility for injury, illness, loss, or damages suffered by me and that obtaining insurance to cover these risks is my own responsibility. I acknowledge and agree that it is my responsibility to have any insurance including, without limitation, medical, accidental disability and death coverage and liability insurances, that I may wish to have or it is advisable to have in relation to my being present at the CrossFit Event and Venue. I acknowledge that (i) the Released Parties and any other person at the CrossFit Event and Venue may not have, insurance that covers me in connection with my attendance at the CrossFit Event and Venue, and (ii) I am not relying on the existence of the same in the decision to be present at the CrossFit Event and Venue at any time hereafter. Any insurance any of the Released Parties may have shall in no way diminish my obligation to obtain insurance coverage applicable to me while being present at the CrossFit Event and Venue. The foregoing does not diminish the requirement of any party to have any insurance required by law. I understand and agree that I am solely responsible for any medical costs and expenses (including insurance costs) incurred directly and/or indirectly by me as a result of my attendance at the CrossFit Event and Venue for any reason. With respect to any Participant acting as a volunteer for the CrossFit Event or Venue, I acknowledge and agree that such volunteer is not an employee of the CrossFit Event and Venue regardless of any non-cash remuneration for time and services they may receive. I further understand and agree that volunteers

are not covered by Workers' Compensation, and accordingly, volunteers are encouraged to obtain their own medical insurance coverage. I assume all risk of personal injury, sickness or death, and damage to or loss of my belongings and property, and any and all other delay, inconvenience, damage, loss or other expenses I may suffer as a result of or in connection with the CrossFit Event. I shall be fully responsible for my actions. I assume responsibility for my safety and that of others, including injuries, property damage and harm, to the fullest extent possible and regardless of the acts or omissions of others.

8. 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 Venue or otherwise related to the CrossFit Event, and that the Released Parties cannot guaranty the security or safety of my property. Should I leave any property at the Venue or otherwise in the custody of the Released Parties, I do so at my sole and absolute risk. None of the Released Parties shall 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.

9. Indemnification. I SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE RELEASED PARTIES, JOINTLY AND SEVERALLY, FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, DEMANDS, RIGHTS, LOSSES, COSTS, DAMAGES, EXPENSES, SETTLEMENTS, JUDGMENTS, CAUSES OF ACTION AND LIABILITIES OF ANY KIND WHATSOEVER, WHETHER FORESEEN OR UNFORESEEN, INCLUDING ATTORNEYS' FEES, IN LAW OR IN EQUITY, ARISING OUT OF OR RESULTING FROM ANY CLAIM RELATED TO MY PARTICIPATION IN THE CROSSFIT EVENT, INCLUDING WITHOUT LIMITATION, MY BREACH OF THIS AGREEMENT OR THE CROSSFIT EVENT RULES AND POLICIES, ANY INDIVIDUAL I INVITE TO THE CROSSFIT EVENT OR VENUE OR ANY OTHER THIRD PARTY CLAIM RELATED TO THE CROSSFIT EVENT.

10. Promise not to Bring Suit. I hereby agree and covenant not to, and shall cause the Releasors not to, bring a claim against, sue, demand compensation from or attach the property or assets of the Released Parties or any of them, for any loss or damage arising or resulting from my participation in the CrossFit Event or my travel to or from or presence at the Venue, and forever release and discharge the Released Parties or any of them from liability under such claims.

11. Guests. I assume all risk of damage or injury to any individuals that I invite as guests at the CrossFit Event or Venue, whether I am present or not, and hereby agree to fully indemnify the Released Parties against any claims for damages or injury suffered by my invited guests.

12. Acknowledgment. If Participant is under 18 years of age, Adult acknowledges that they are not only signing this Agreement on Adult's own behalf, but that Adult is also signing this Agreement on behalf of Participant and that Participant is bound by all the terms of this Agreement. Additionally, by signing this Agreement as the parent or legal guardian of Participant, Adult understands that they are also waiving rights on behalf of Participant that Participant otherwise may have. Adult agrees that Participant would not be permitted to participate in the CrossFit Event or use the Venue if Adult did not sign this Agreement on Participant's behalf. By signing this Agreement without a parent or legal guardian's signature, Participant, under penalty of fraud, represents that they are at least 18 years of age. Adult represents that they are a legal parent or guardian of Participant.

13. Severability. In the event that any provision of this Agreement (or portion thereof) is determined by a court of competent jurisdiction to be invalid or otherwise unenforceable, such provision (or part thereof) shall be enforced or, if incapable of such enforcement, shall be deemed to be deleted from this Agreement, while the remainder of this Agreement shall continue in full force and remain in effect according to its stated terms and conditions.

14. Additional Acknowledgement of Participant.

(a) I UNDERSTAND AND ACKNOWLEDGE THAT BY AGREEING TO THIS AGREEMENT, I AM GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES IN CASE OF INJURY, DEATH OR PROPERTY LOSS OR DAMAGE. I UNDERSTAND THAT THIS DOCUMENT IS A PROMISE NOT TO SUE AND A RELEASE OF AND INDEMNIFICATION FOR ALL CLAIMS.

(b) I HAVE READ THIS ENTIRE AGREEMENT CAREFULLY, AND FULLY UNDERSTAND ALL OF ITS TERMS AND CONDITIONS. I AM PROVIDING MY ACKNOWLEDGMENT AND AGREEMENT THAT I HAVE HAD AN OPPORTUNITY TO CAREFULLY READ THE ENTIRE AGREEMENT AND TO HAVE ANY QUESTIONS ANSWERED TO MY SATISFACTION.

I hereby represent, warrant and covenant to the Released Parties that each of the following is true and accurate:

- I am at least 18 years of age and I have the right to contract in my own name or if I am under 18 years of age, my Parent or Guardian may contract on my behalf.
- I have read this entire Agreement, understand the words and language in this Agreement, and agree to all of the terms and conditions of this Agreement.
- I have read, understand, and agree to abide by the CrossFit Event Rules and Policies.
- I am aware of, and voluntarily participate despite, the potential dangers and risks inherent to the CrossFit Event.

Initial here:

Participant or legal guardian, if the participant is under the age of 18:

As the parent or guardian of Participant whose name appears above, I hereby confirm that I have read this Agreement and accept each and every provision of this Agreement on behalf of myself (as if a direct signatory to this Agreement) as well as on behalf of Participant, intending that this Agreement be irrevocably binding upon me, upon Participant, and upon each of my and Participant's respective heirs, executors, administrators and assigns. I represent and warrant that I am at least 18 years of age, that I am the parent or legal guardian of the above Participant, and that I have legal authority to enter into this Agreement and to bind the Participant.

Initial here:

I understand while participating in this activity, I may be filmed or photographed. I grant a license to the activity organizer and affiliates to use my photo, video, or film likeness to be used for any legitimate purpose.

#### **Processing Fees**

I understand processing fees for credit card or ACH payments will be my responsibility.

#### **Policies and Guidelines**

The following guidelines apply to personal training services. Please review carefully and discuss any questions with your trainer. Any photos taken inside CrossFit CTRL are property of CrossFit CTRL and can be used by CrossFit CTRL. No refunds will be granted for any purchases.

Refund Policy: All sales are final. Refunds will not be submitted for any circumstance.

#### **Infrared Sauna Liability Waiver**

Sauna sessions should be limited to no more than 30 minutes.

Drink plenty of water before, during and after your session.

If you experience pain and/or discomfort, immediately discontinue and exit the sauna.

If you are on any medications, consult with your doctor before using the infrared sauna.

Do not use drugs, tobacco, or alcohol prior to or during the sauna session.

No one under the age of 18 is permitted in the far infrared sauna.

If you have a medical condition or are on any prescription medications, consult with your physician before using the infrared sauna.

Discontinue the use of the sauna if you feel light-headed, dizzy, heat exhausted, or unwell.

I acknowledge and accept the risks inherent in the use of the infrared sauna. I voluntarily assume the risk of injury, accident or death, which may arise from the use of the infrared sauna. I and any of my heirs, executors, representatives or assigns hereby release from all claims or liabilities for personal injury or property damages of any kind sustained while on the premises, during the use of the infrared sauna and from any advice provided by an employee or any representative. I agree that this release is in effect for all infrared sauna sessions.

None of the information provided is intended to act as a substitute for medical advice, nor does it involve the diagnosis, prognosis, or prescription of remedies for the treatment or prevention of any disease or ailment.

I certify that everything on this form is true and correct to the best of my knowledge. I also understand that the infrared sauna is not intended to diagnose, treat, cure, or prevent any disease or ailment.

#### **NORMATEC® Compression Therapy Liability Waiver**

##### **Waiver of Liability, Release and Hold Harmless Agreement:**

In consideration for using the NormaTec Recovery System I hereby RELEASE, WAIVE, DISCHARGE, and HOLD HARMLESS Ground Zero Performance LLC, its owner and employees from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, that may be sustained by any person, while using the equipment or due to the use of the equipment at CrossFit CTRL.

##### **Contraindications:**

NormaTec® Compression Therapy is contraindicated for patients with:

- Current or unstable fractures/breaks
- Recent surgery and have sutures/stitches
- Open wounds, contusions, abrasions

- Suspect or known Acute deep vein thrombosis (DVT) (blood clot)
- Severe atherosclerosis (disease of the arteries)/Ischemic vascular disease (IVD)
- Severe congestive cardiac failure (CHF)
- Existing pulmonary edema (having excess fluid in the lungs)
- Existing pulmonary embolism (blood clot in the lungs)
- Extreme deformity of the limbs
- Any local skin conditions such as gangrene, untreated or infected wounds, recent skin graft, or dermatitis
- Known presence of malignancy in the legs or arms
- Limb infections, including cellulitis that have not been treated
- Presence of Lymphangiosarcoma (a rare cancer due to long-standing lymphedema of the upper/lower extremities)

Cold Plunge

#### **RELEASE OF LIABILITY**

I have elected to participate in a Cold Plunge or Sauna session with a representative from Plunge and/or one of their affiliates. I acknowledge, appreciate, and agree that:

#### **AGREEMENT TO FOLLOW DIRECTIONS**

I agree to observe and obey all posted rules and warnings and further agree to follow any oral instructions or directions given by a Plunge representative. If, however, I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest Plunge Representative immediately.

#### **ASSUMPTION OF THE RISKS**

I recognize on behalf of self, spouse, heirs, estate and assigns that the risk of injury from the activities involved in this program is significant. I recognize that severe injuries, including permanent paralysis or death can occur in sports or activities involving height or motion, the activities including but not limited to breath work, training routines with ice/cold/heat, extreme cold, ice baths, weather conditions, condition of participants, equipment, or other factors. Potential injuries include but are not limited to heart failure, loss of consciousness, and stroke and may be caused by extreme cold, ice baths, weather conditions, condition of participants, equipment, or other factors.

While particular rules, equipment, and personal discipline may reduce this risk, the risk of serious injury still does exist. I knowingly and freely assume all such risks, both known and unknown, even if arising from the negligence of Plunge or others such as volunteers and trainers, and I assume full responsibility for my participation.

I acknowledge and understand that while participating in the activity of a Plunge session, while rare:

- I could be injured, physically or mentally, or in extremely rare cases may die.
- My personal property may be lost, damaged or stolen at no responsibility of Plunge.
- Other participants may cause me injury or may damage my property.
- I may cause injury to other persons or damage their property.
- The conditions in which the activity is conducted may vary without warning
- I may be injured or die or suffer damage to my property as a result of the negligence or breach of contract.
- There may be no or inadequate facilities for treatment or transport in case of an accident and/or injury.
- I assume the risk of and responsibility for any injury, death or property damage resulting from my participation in the activity.

#### **RELEASE**

I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, hereby release and hold harmless Plunge, their officers, officials, agents, and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of premises used to conduct the event, for any and all injury, disability, death, or loss or damage to person or property arising out of the presence of a cold plunge or sauna and use thereof, whether caused by the fault of myself, Plunge or other associated third parties, to the fullest extent permitted by law.

#### **INDEMNIFICATION**

I agree to indemnify and defend Plunge against all claims, causes of action, damages, judgments, costs or expenses, including attorney fees and other litigation costs, which may in any way arise from my use of the facilities made available by Plunge.

#### **NO DURESS**

I agree and acknowledge that I am under no pressure or duress to sign this Agreement and that I have been given a reasonable opportunity to review it before signing.

#### **ARM'S LENGTH AGREEMENT**

This Agreement and each of its terms are the product of an arms' length negotiation between the Parties. In the event any ambiguity is found to exist in the interpretation of this Agreement, or any of its provisions, the Parties, and each of them, explicitly reject the application of any legal or equitable rule of interpretation which would lead to a construction either "for" or "against" a particular party based upon their status as the drafter of a specific term, language, or provision giving rise to such ambiguity.

The invalidity or unenforceability of any provision of this Agreement, whether standing alone or as applied to a particular occurrence or circumstance, shall not affect the validity or enforceability of any other provision of this Agreement or of any other application of such provision, as the case may be, and such invalid or unenforceable provision shall be deemed not to be a part of this Agreement.

#### **GOVERNING LAW**

This Agreement shall be governed and interpreted in accordance with the laws of the United States of America (without regard to the choice of law or conflicts of law principles). In the event of a dispute arising out of or in any way relating to this document or a Plunge session to which it refers, jurisdiction and venue shall be the courts of California and only in those courts. The parties irrevocably waive any objections or defenses based on lack of personal jurisdiction, improper venue, or forum non convenienc. To the extent allowed by law, the parties waive their right(s) to a jury trial in any action arising out of or in connection with this document or Plunge to which it refers. The parties further agree that any claims, disputes, or actions of any kind shall be resolved individually and without resort to any form of class action.

I have read this release of liability and assumption of risk agreement, fully understand its terms, understand that I have given up substantial rights by signing it, and sign it freely and voluntarily without any inducement.

#### **Patient's Consent:**

My signature constitutes my acknowledgment that (A) I have read, understand, and fully agree to the foregoing CONSENT, (B) the proposed usage of the NormaTec equipment has been satisfactorily explained to me and I have all of the information I desire and (C), I hereby give my authorization and consent. This CONSENT shall stand as long as I use the NormaTec equipment at CrossFit now and in the future. I have read the instructions for proper use of the facilities and do so at my own risk and hereby release CrossFit CTRL from any damage or harm that I might incur due to use of the NormaTec equipment.

IN SIGNING THIS RELEASE, I ACKNOWLEDGE AND REPRESENT THAT I have read and understand the foregoing Waiver of Liability, release and Hold Harmless Agreement, I am at least eighteen (18) years of age and fully competent; and I execute this Release for full, adequate, and complete consideration fully intending to be bound by same. Furthermore, I agree that I will comply with all instructions on the use of the Equipment and that I am using these services at my own risk.

DO NOT SIGN UNLESS YOU HAVE READ AND THOROUGHLY UNDERSTAND THIS FORM. You have the right to withdraw consent for this procedure at any time before it is performed. **Minors require a parent/guardian signature.**

#### **Open Gym Policy**

##### **Assumption of Risk:**

Ground Zero Performance LLC Strongly recommends that you clear your participation in any exercise program with your physician. Use of the CrossFit CTRL facilities under the 24/7 access program is unmonitored, and you use of the equipment and facilities is at your own risk - CrossFit CTRL will not be responsible or liable for any injury or damages incurred by you arising or connected in any way with your use of the CrossFit CTRL equipment and facilities. Membership is at CrossFit CTRL's sole discretion and any violation of the rules and regulations can result in cancellation of membership.

##### **Unattended Access:**

I recognize that I may be attending the facility and using the facility's equipment at times when the facility is unattended by facility staff or other members. I assume the risk of injury due to equipment failure, improper form, conduct of others using the facility or other causes related to lack of supervision and waive any claim arising out of the facility being unsupervised or unattended.

In full consideration of the above mentioned risks and hazards and in full consideration of the fact that I am willingly and voluntarily participating in self-administered activities using the equipment or facilities, and with my full understanding of all of the above, I hereby waive, release, remise and discharge Ground Zero Performance LLC and its successors, members, managers, agents, officers, and employees of any and all liability, claims, demands, action or rights of actions, or damages of any kind related to, arising from, or in any way connected with, my participation in physical training or my use of the equipment or facilities.

**Indemnification:**

I recognize there is risk involved in the types of activities commonly performed at CrossFit CTRL and/or otherwise arising from use of the CrossFit CTRL equipment or facilities. Therefore, I accept all liability and responsibility, financial or otherwise, for any injury that I may cause to myself, any guest of mine utilizing the CrossFit CTRL equipment or facilities, or to any other person utilizing the CrossFit CTRL equipment or facilities due to my negligence or intentional acts. Should any of its successors, members, managers, agents, officers, or employees, or anyone acting on behalf

of any of these individuals, be required to incur attorney's fees, legal fees, expenses, costs or loss (collectively "Losses") due to any injury that I may cause to myself or to any other person utilizing the CrossFit CTRL equipment or facilities due to my negligence or intentional acts, I agree to fully reimburse CrossFit CTRL and/or such persons for such Losses. I further agree to indemnify, hold

harmless, and, if necessary, defend Ground Zero Performance LLC and its successors, members, managers, agents, officers, or employees, from and against all liability for the injury or death of any person(s), including myself, and any damages or Losses whatsoever arising from my use of the CrossFit CTRL equipment or facilities.

I understand that I may not transfer my access credentials to another person and that my membership is for my sole use. I understand I am responsible for the conduct of any unauthorized person that accesses the facility through my credentials. I agree to indemnify the facility, including the payment of the facility's reasonably incurred attorney's fees for any potential or incurred liability arising out of unauthorized guests using my facility entry credential.

**Waiver and Release:** I agree that I hereby waive any claims or rights that I might otherwise have to sue CrossFit CTRL, its employees, independent contractors or agents for injury/harm to me that may result from participation in nutrition programs or personal training sessions. I acknowledge that I have carefully read this waiver and release and fully understand that it is a release of liability. I am waiving any right I have to bring legal action to assert a claim against CrossFit CTRL.

☐ 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