

CF TRIFECTA UNIVERSAL RELEASE OF LIABILITY WAIVER

Full Name

Email Address

Gender

Street Address

City

Province/Region

Zipcode

Country

Date of Birth

List of Waivers

- 1.) CrossFit Trifecta Membership Agreement Services Provided
- 2.) RHABDOMYOLYSIS ("RHABDO") RELEASE AND WAIVER
- 3.) WAIVER OF CLAIMS AND RELEASE OF LIABILITY
- 4.) Assumption of the Risk and Waiver of Liability Relating to Coronavirus/COVID-19

1.) CROSSFIT TRIFECTA MEMBERSHIP AGREEMENT SERVICES PROVIDED:

CrossFit Trifecta obligations hereunder and the undersigned Members' membership are conditioned upon

(i) Member executing this Agreement and initializing as designated and

(ii) Member otherwise complying with this Agreement (including, without limitation, the Rules defined below) For purposes of the foregoing conditions, the term "member" shall include each individual (i.e., spouse and children) included in a membership. Conditioned on the foregoing, operating hours, as established from time to time, and (b) participate in any one or more group classes offered by Wodify Strength and Conditioning from time to time. This is not an "open gym" format. By class or appointment-only training unless otherwise noted.

The facility is located at the address of 2588 Progress Street, Vista, CA 92081.

Hours of operation as follows:

- Operating Hours: vary, see www.CrossfitTrifecta.com
- Weekly Classes: vary, see; www.CrossfitTrifecta.com

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Membership Payment:

- All fees and schedules are subject to change without notice. There are no refunds for membership fees.
- Memberships will be charged on the first of every month.
- All Membership package rates are per calendar month, paid monthly.

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No Show/Late Cancellation Fee:

- Members will be charged a No Show Fee of \$10 for classes they have reserved, but never showed up to.
- Members will be charged a \$5 Late Cancellation Fee for canceling class reservations outside the allotted time window.

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Compliance with Rules: Member shall abide by all membership and facility rules and regulations established by Wodify Strength and Conditioning, which may be posted at the facility, provided in writing, or issued orally and which may be amended from time to time in the sole discretion of CrossFit Trifecta (collectively, "Rules").

I agree that improper or unauthorized use of the facility or violation of the Rules may result in member suspension or cancellation at CrossFit Trifecta discretion. **General:** This Agreement and the Rules represent the complete understanding between Member and CrossFit Trifecta. No representations, written or oral, other than those contained in this contract are authorized or binding upon CrossFit Trifecta. Member understands that he/she is obligated to pay the membership fee regardless of whether Member uses the facility. Member agrees to promptly notify CrossFit Trifecta in writing of any changes of address, e-mail, phone, and/or billing information. At the end of the term of this membership contract, it shall continue in effect on a month to month basis unless new rates have been installed or the member provides notice of cancellation to terminate this contract. **Cancellation Rights:** The member may cancel this contract at any time; however members are not refunded for an unused time left on their purchased membership.

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2.) RHABDOMYOLYSIS ("RHABDO") RELEASE AND WAIVER

I, in consideration for continued access to the training facility identified herein as CrossFit Trifecta, I do hereby acknowledge the significant risks associated with the physical training and programming at this facility. I acknowledge and attest to having fully and carefully read and reviewed this "RELEASE AND WAIVER" including all subparagraphs prior to engaging in any physical activity at this facility. Rhabdomyolysis (hereinafter referred to as "Rhabdo") can occur when an individual's physical activity is so intense that muscular cells begin to breakdown and the contents and/or remaining materials enter the bloodstream.

Rhabdo may be caused by many other systemic or environmental causes. However, Exertion Rhabdo can occur in athletes of all levels of fitness, resulting in muscle cell destruction. The skeletal muscle breakdown impairs kidney function, as those organs are unable to handle increased enzymes that are released into the bloodstream. This induces severe physiological changes in the body. The symptoms of Rhabdo include muscle pain, stiffness and extreme weakness, darkening of the urine (similar to the color of tea or cola), decreased urine output, altered mental status, swelling of the body part involved, either with or without pain.

A Rhabdo symptom is pain out of proportion to the amount of soreness that one would generally expect, often producing pain much quicker than one would expect after a workout.

I understand that any concerns on my part that I am experiencing any of the symptoms of Rhabdo require immediate presentation to a hospital for emergency treatment. I acknowledge that no third party, either from the facility or otherwise, will be capable of monitoring my urine output or color, and it is my responsibility to be continually cognizant of this symptom and all other symptoms and to monitor them in my own body at all times. agree that I will remove myself from participation and seek medical treatment of my own accord should I have any concerns regarding possible symptoms of Rhabdo.

I understand that statistically individuals most likely to experience Rhabdo

are those who are in good shape by general standards or who were previously in good physical shape. This includes individuals who were prior athletes. I acknowledge that often the more mentally tough an athlete is and the more athletic they were in the past or currently are, the greater the risk of exposure to Rhabdo.

I agree to monitor myself in a manner that is proportionate to the potential injury that can be occasioned by this condition. I acknowledge and understand that I am the only

individual capable of determining if I am experiencing Rhabdo symptoms.

I hereby agree and do willingly assume responsibility for any risks that I expose myself to and accept full responsibility for any injury or death that may result from participating in this significantly demanding physical activity. I for myself and on behalf of my heirs, assigns, personal representatives and/or next of kin, forever WAIVE, RELEASE,

DISCHARGE and COVENANT NOT TO SUE and/or their officers, directors, representatives, partners, officials, principals, agents or employees, subsidiaries, or assigns, as well as their independent contractors.

I hereby acknowledge that I have witnessed that the above party has fully read this document and has been given the opportunity to ask any questions that he/she may have regarding its contents.

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There is a wealth of medical and popular information regarding the condition known as Rhabdo-myolysis available on the Internet. It is strongly recommended that you review and evaluate information from all sources available to you, including your physician, prior to executing this Release or participating in strenuous physical activity.

3.) WAIVER OF CLAIMS AND RELEASE OF LIABILITY

READ CAREFULLY- THIS AFFECTS YOUR LEGAL RIGHTS

In consideration of being permitted to participate in the training of physical activities associated with the CrossFit training regimen, which includes intense weight training, cardiovascular conditioning and endurance, conducted and organized by CrossFit Trifecta 2588 Progress St. Ste 5, Vista, Ca. as "CrossFit", and in recognition that CrossFit training is an inherently DANGEROUS ACTIVITY. Member/Participant and his/her personal representatives, guardians, assigns, heirs, and next of kin. Hereinafter collectively referred to as "Member", hereby covenants not to sue, waives, discharges and releases and shall hold harmless CrossFit, it's owners, instructors and employees, from all liability to the Member, for all losses, damage, and any claim or damage therefore on account of any injury to the person or property or resulting permanent injury or death of the Member, or in contract, WHETHER CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR STRICT LIABILITY OF CROSSFIT, IT'S EMPLOYEES OR INSTRUCTORS OR OTHERWISE. WHILE MEMBER IS INVOLVED IN ACTIVITIES AT CROSSFIT OR ANY CROSSFIT RELATED FUNCTION, INCLUDING ANY INJURY INVOLVING EQUIPMENT FAILURES.

1. I, agree to observe and obey all posted rules and warnings, and further agree to follow any oral instructions or directions given by CrossFit or it's employees, representatives or agent.
2. I, agree to indemnify and defend from suit CrossFit or any of its agents or assigns in the event of suit. I agree to waive, release, and forever discharge CrossFit, it's officers, agents, employees and representatives 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 or my family's use of or presence upon the facilities and from any activity associated with any injury to me or my family's related to activities with CrossFit.
3. I, agree to further release CrossFit, it's owners, instructors, and employees from any claim of liability resulting from administering first aid treatment or service rendered to Member during his/her participation in CrossFit activities.
4. Member hereby agrees to personally provide for any medical expenses which may be incurred or necessitated as a result of any injury sustained while participating in any CrossFit class, during training at, or performing for or at CrossFit.
5. For promotional purposes, Member gives CrossFit Trifecta authorization to post on website photos of Member and use any media/film production taken from the workout sessions and while at the premises of CrossFit Trifecta.
6. Any legal or equitable claim that may arise from participation in the above shall be resolved under California Law.

I, HAVE READ THIS DOCUMENT AND UNDERSTAND IT FULLY. I FURTHER UNDERSTAND THAT BY SIGNING THIS RELEASE, I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS.

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4.) Assumption of the Risk and Waiver of Liability Relating to Coronavirus/COVID-19

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people.

CrossFit Trifecta has put in place preventative measures to reduce the spread of COVID-19; however, CrossFit Trifecta cannot guarantee that you will not become infected with COVID-19. Further, attending CrossFit Trifecta could increase your risk of contracting COVID-19.

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I may be exposed to or infected by COVID-19 by attending CrossFit Trifecta and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at CrossFit Trifecta may result from the actions, omissions, or negligence of myself and others, including but not limited to, employees, volunteers, and program participants and their families.

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to or myself (including but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I may experience or incur in connection with my attendance at CrossFit Trifecta or participation in CrossFit Trifecta events. On my behalf, I hereby release, covenant not to sue, discharge, and hold harmless CrossFit Trifecta, its employees, agents, members and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto.

I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of CrossFit Trifecta, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any CrossFit Trifecta event.

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☐ 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