

## NEW CLIENT WAIVER

Full Name

Email Address

Gender

Street Address

City

Province/Region

Zipcode

Country

Date of Birth

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### BAM CrossFit Waiver, Release of Liability, Indemnity and Assumption of Risk Agreement

In consideration of being permitted by BAM Functional Fitness, LLC, an Iowa limited liability company, d/b/a BAM CrossFit (herein "BAM CrossFit"), to participate in classes and activities and to use its equipment and facilities, now and in the future, (herein "Activities"), I hereby agree to release, indemnify and forever discharge BAM CrossFit, its agents, owners, subsidiaries and affiliates, and all of their employees, contractors, principals, agents, representatives, sponsors, volunteers and any other entity or person acting for them and all their successors and assigns (the "Released Parties"), on behalf of myself, my spouse, my child(ren)/wards, my parent(s), my heir(s), successor(s), assign(s), personal representative(s) and estate from any and all claims, causes of action, suits, and/or demands for personal injury, death, property damage or the like, accrued or to accrue in the future, known or unknown, relating to or arising out of any negligent, grossly negligent, and/or intentional or unintentional acts on the part of the Released Parties, in connection with Activities enjoyed by Participant and/or Participant's child.

*I acknowledge that my participation and my child(ren)/ward(s) in the activities provided at BAM CrossFit entails known and unknown risks that could result in physical or emotional injury, paralysis, death, or damage to myself and my children(ren)/ward(s), to property and third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.*

#### Assumption of Risk:

"Risks" may include, among other things and without limitation: slips, trips, collision, falls, and loss of footing or balance, including "slips and falls" and falls from fitness equipment; equipment failure, malfunction or misuse; property theft, loss or damage, including from lockers or vehicles; and other accidents or incidents. "Injuries" may include but are not limited to major or minor personal, physical, bodily, emotional, mental, economic, property or other types of injuries and damages. I understand the Risks and Injuries in the use of BAM CrossFit premises and services (collectively "Risks of Injury") may be caused, in whole or in part, by the negligence of BAM CrossFit, me, any additional guests including my spouse/partner or child(ren)/ward(s), (Additional Guests); BAM CrossFit including any sponsoring member ("members"), and/or persons including other guests or vendors ("others"). I FULLY UNDERSTAND AND VOLUNTARILY AND WILLINGLY ASSUME THE RISKS OF INJURY. I hereby voluntarily release, forever discharge and agree to defend, indemnify and hold harmless RELEASED PARTIES from any, and all claims, demands, liability, losses, damages, or causes of action, which are in any way connected with my participation in the Activities or my use of BAM CrossFit equipment or facilities, including any such claims which allege negligent acts or omissions of RELEASED PARTIES.

Should BAM CrossFit or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this Waiver, Release of Liability, Indemnity and Assumption of Risk Agreement (this "RELEASE"), I agree to indemnify and hold them harmless for all such fees and costs. This means that I will pay all those attorney's fees and costs myself. I agree to defend, indemnify and hold BAM CrossFit and/or Released Parties harmless to the fullest extent permitted by law from and against any Claim (including Negligence Claims) asserted against BAM CrossFit by any other person arising out of, resulting from, or caused by the use of BAM CrossFit and services by me or my Additional Guests. My agreement to defend BAM CrossFit means that I will pay all of BAM CrossFit Fees and Costs incurred to defend the claim from the date of the claim is asserted. My agreement to indemnify and hold BAM CrossFit harmless means that I will pay any settlement, judgment, or other damages, fees or costs of any type incurred by BAM to resolve the Claim.

Initial here:

#### Minors:

If the participant is a minor, as the minor's parent/guardian, I recognize that I am letting my child/ward engage in a potentially dangerous activity

that could result in serious injury or death, and I assume the risk(s) associated with the use of BAM CrossFit facility, set forth above, on behalf of my minor child/ward. I agree that this RELEASE is made on behalf of that minor participant and that all of the releases, waivers and promises herein are binding on that minor participant. I represent that I have full authority as parent or Legal Guardian of the minor participant to bind the minor participant to this Release. If the participant is a minor, I further agree to defend, indemnify and hold harmless BAM CrossFit from any, and all claims or suits for personal injury, property damage or otherwise which are brought by, or on behalf of the minor, and which are in any way connected with such use or participation by the minor, including injuries or damages caused by the gross negligence or willful misconduct of the party seeking indemnity. I also agree to release, defend, indemnify and hold harmless Released Parties in the event they are made a party to a lawsuit as a result of my own or my child/ward's negligence. Such indemnification shall include attorney's fees and costs in the event Released Parties are required to defend themselves.

Initial here: 

### Photo/Video Release:

I grant BAM CrossFit, its representatives and employees the right to take photographs and/or video of me and my property while training at BAM CrossFit. I authorize BAM CrossFit to use and publish these photos and/or videos in print and or electronically. I agree that BAM CrossFit may use such photographs and/or video of me with or without my name and for any lawful purpose, including for example such purposes as publicity, illustration, advertising and web content. This would also include minor participants with a signed, executed waiver.

Initial here: 

I confirm that I have had sufficient time to read and understand this Release in its entirety. I understand that this Release represents the entire agreement between myself and BAM CrossFit (and the Released Parties), and is binding on myself and anyone claiming through or under me. I, on my own behalf, am executing this RELEASE freely and voluntarily without any compulsion on the part of BAM CrossFit or any of the Released Parties. In consideration of not being required to sign a new copy of this RELEASE before each visit, I further agree that this Release shall apply to all future visits by me and by the minor participant until he/she is 18 years old in full, including all provisions of this Release. By signing this document, I acknowledge that if anyone is hurt or property damaged during my participation with BAM CrossFit, I may be found by a court of law to have waived my or the minor participant's right to maintain a lawsuit against BAM CrossFit or any Released Parties on the basis of any claim from which I have released them herein. **I have had sufficient opportunity to read this entire document.**

Initial here: 

I have read and agreed to all terms and conditions of this Release, including specifically the assumption of risk, waiver of liability and defense and indemnification provisions under which I am relinquishing legal rights.

(In the event of the Applicant being under 18 years of age on the day of signing, a Parent/Legal Guardian must be present at the time the Release is signed.)

☐ I agree to these terms.

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#### 1. Do you have any recent CrossFit experience? (Within the last 1-2 years) \*

☐ Yes ☐ No

#### 2. Please briefly describe your previous workout history. \*

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3. Do you have any current or past injuries that could affect your participation with BAM CrossFit? \*

☐ Yes ☐ No

4. Please describe your injury history if applicable.

Sign your name below:

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