

## CFGH MEMBER WAIVER

Full Name

Email Address

Gender

Street Address

City

Province/Region

Zipcode

Country

Date of Birth

CROSSFIT OF GRAYS HARBOR, LLC

d/b/a CROSSFIT GRAYS HARBOR

505 W STATE STREET

ABERDEEN, WA 98520

360-589-6001

WAIVER OF LIABILITY

**BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT**

**PLEASE READ CAREFULLY!**

CROSSFIT OF GRAYS HARBOR, LLC, D/B/A CROSSFIT GRAYS HARBOR STRONGLY RECOMMENDS THAT YOU CLEAR YOUR PARTICIPATION IN ANY PROGRAM WITH YOUR PHYSICIAN. THE PROTOCOLS OF THIS PROGRAM WILL INVOLVE YOU IN RELATIVELY HIGH INTENSITY WORKOUTS OR INTENSE BODYWORK AND IT IS IMPORTANT YOU UNDERSTAND THE FOLLOWING:

**ACKNOWLEDGEMENT OF DANGER:** I will be participating in physical training sessions (1-on-1, semi private, and/or group training) and nutrition counseling at CROSSFIT OF GRAYS HARBOR, LLC, D/B/A CROSSFIT GRAYS HARBOR (collectively known as "Services"). I am fully aware that these Services are of a nature and kind that are extremely strenuous. I recognize and understand these Services are not without varying degrees of risk, which may include, but are not limited to the following: Injury to the musculoskeletal and/or cardio respiratory systems, which can result in serious injury or death, injury or death due to negligence on the part of myself, my training partner, my trainer, or other people around me, injury or death due to improper use or failure of equipment, or injury or death due to a medical condition, whether known or unknown by me.

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**ACCEPTANCE OF RESPONSIBILITY:** I willingly assume full responsibility for any and all risks that I am exposing myself to as a result of my participation in any Services in this fitness facility and training program and accept full responsibility for any injury or death that may result from my participation.

**ASSUMPTION OF RISK:** I hereby certify that I know of no medical problems that would increase my risk of illness and injury as a result of participation in any Services offered by, or designed by, CROSSFIT OF GRAYS HARBOR, LLC, D/B/A CROSSFIT GRAYS HARBOR. I understand there exists the possibility of adverse physical changes during participation in any and all Services. I fully understand that these changes could include abnormal blood pressure, fainting, disorder of heart rhythm, stroke, and in very rare instances, heart attack or even death. I further understand that I may have exposure to the natural elements that could cause sunburn, dehydration, heat exhaustion, heat stroke, and heat cramps, and I assume and accept all risks associated with heat related ailments. I understand that injuries can occur because of the condition of the premises and land surrounding the premises, and that the land surrounding the premises may pose such dangerous conditions due to snakes, insects, spiders, ditches, erosions, sharp rocks, culverts, fallen trees, branches, snow, mud, or other natural and man-made

hazards. I understand that the Premises may contain toys or other items that children have brought along with them, and I willingly accept the risk related to these objects being around and/or in contact with me. I understand that the activities that take place on the Premises **may not be supervised** and that CROSSFIT OF GRAYS HARBOR, LLC, D/B/A CROSSFIT GRAYS HARBOR does not provide medical services. I understand that certain prescribed medications may exacerbate these physiological changes and create an even greater risk of physical damage or death. I VOLUNTARILY AND FREELY ASSUME ALL RISKS AND DANGERS THAT MAY OCCUR PURSUANT TO MY USE OF AND PARTICIPATION OF ACTIVITIES ON THE PREMISES, INCLUDING THE RISK OF INJURY, DEATH, OR PROPERTY DAMAGE.

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**PHYSICAL CONTACT ACKNOWLEDGEMENT:** I understand that the Services may involve physical contact between myself, other participants, and CROSSFIT OF GRAYS HARBOR, LLC, D/B/A CROSSFIT GRAYS HARBOR, its owners, agents, officers, principals, employees, independent contractors and volunteers. I give permission to be touched in a professional manner by those representing CROSSFIT OF GRAYS HARBOR, LLC, D/B/A CROSSFIT GRAYS HARBOR and recognize that they will have direct contact with me. I acknowledge that it is my responsibility to notify CROSSFIT OF GRAYS HARBOR, LLC, D/B/A CROSSFIT GRAYS HARBOR if I am uncomfortable with this physical contact and will work with CROSSFIT OF GRAYS HARBOR, LLC, D/B/A CROSSFIT GRAYS HARBOR to determine how I may continue to participate in the Services with no contact.

**LIKENESS RELEASE:** Use of picture(s)/film/likeness: I agree to allow CROSSFIT OF GRAYS HARBOR, LLC, D/B/A CROSSFIT GRAYS HARBOR, and its owners, agents, officers, principals, employees, independent contractors and volunteers to use the picture(s), film and/or likeness of me for advertising purposes. In the event I choose not to allow the use of the same for said purpose, I agree that I must inform CROSSFIT OF GRAYS HARBOR, LLC, D/B/A CROSSFIT GRAYS HARBOR of this in writing.

**CLOSED-CIRCUIT VIDEO SURVEILLANCE:** I recognize the need for closed-circuit video surveillance on and about Premises for security and productivity purposes. I recognize and agree that it is a condition of participation at CROSSFIT OF GRAYS HARBOR, LLC, D/B/A CROSSFIT GRAYS HARBOR that I freely execute and agree to this closed-circuit video surveillance, included being personally recorded pursuant to said closed-circuit video surveillance. I agree that CROSSFIT OF GRAYS HARBOR, LLC, D/B/A CROSSFIT GRAYS HARBOR, and its owners, agents, officers, principals, employees, independent contractors and volunteers may use any taping of my image, voice or appearance at any time pursuant to said closed-circuit video surveillance at its discretion in the ordinary course of its operations. I agree to indemnify and hold harmless CROSSFIT OF GRAYS HARBOR, LLC, D/B/A CROSSFIT GRAYS HARBOR, and its owners, agents, officers, principals, employees, independent contractors, volunteers, its agents, successors, and assigns, from any and all claims and liability for damages, losses or expenses of any sort arising from the making of such recordings of me and their lawful and appropriate use. I further acknowledge that CROSSFIT OF GRAYS HARBOR, LLC, D/B/A CROSSFIT GRAYS HARBOR exclusively owns all rights to these recordings regardless of the form in which they are produced or used.

**CHILD OF PARTICIPANT:** I willingly assume full responsibility for any and all risks that I am exposing my child/children to as a result of bringing him/her/them with me to this fitness facility and Services and accept full responsibility for any injury or death that may result to them from their presence and/or unauthorized/unsupervised action and activity.

I hereby certify that I know of no medical problems that would increase his/her/their risk of illness, injury, or death as a result of his/her/their presence in the fitness facility. I willingly assume full responsibility of supervision of my child/children during my entire time at CROSSFIT OF GRAYS HARBOR, LLC, D/B/A CROSSFIT GRAYS HARBOR

With my full understanding of the above information, I agree to assume any and all risks to my child/children associated with my participation in any and all Services at this fitness facility.

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**PETS AND OTHER ANIMALS:** I, the undersigned, do hereby indemnify, defend, and hold harmless CROSSFIT OF GRAYS HARBOR, LLC, D/B/A CROSSFIT GRAYS HARBOR, its owners, agents, officers, principals, employees, independent contractors and volunteers, or any other person associated with CROSSFIT OF GRAYS HARBOR, LLC, D/B/A CROSSFIT GRAYS HARBOR who might be claimed to be liable, whether or not herein named, of any and all liability, claims, demands, action or rights of actions, loss, expense, attorneys' fees, costs, judgments, or damages of any kind related to, arising from, or in any way connected with, any and all injuries and damages of any and every kind, to both person and property, and also any and all injuries and damages that may develop in the future, as a result of or in any way relating to any dog or other animal that I bring to CROSSFIT OF GRAYS HARBOR, LLC, D/B/A CROSSFIT GRAYS HARBOR.

I understand that any dog or other animal I bring to CROSSFIT OF GRAYS HARBOR, LLC, D/B/A CROSSFIT GRAYS HARBOR must have all legally required licenses and vaccinations and meet all other local statutory and regulatory requirements. I understand that I shall have the ongoing obligation to maintain and obtain any updated vaccination or licensing as required by applicable statute or regulation.

I understand that any dog or other animal I bring to the fitness facility must be controlled by a leash which extends no greater than six (6) feet in length and any waste products eliminated by such animal shall be promptly and efficiently cleaned up by me and deposited in an appropriate sanitary receptacle. My animal shall not be allowed to interfere with any occupant's reasonable and permitted use and enjoyment of CROSSFIT OF GRAYS HARBOR, LLC, D/B/A CROSSFIT GRAYS HARBOR.

I understand that CROSSFIT OF GRAYS HARBOR, LLC, D/B/A CROSSFIT GRAYS HARBOR may prohibit me from bringing my dog or other animal to the Premises at any time for any reason.

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**SERVICE ANIMAL:** I understand that only certified service animals are permitted at CROSSFIT OF GRAYS HARBOR, LLC, D/B/A CROSSFIT GRAYS HARBOR. A "certified service animal" is defined as the following: a hearing animal, guide animal, assistance animal, seizure alert animal, mobility animal, psychiatric service animal, or autism service animal.

Certified service animals must comply with all licensing, vaccination, behavior and conduct requirements. I understand that I am required to notify CROSSFIT OF GRAYS HARBOR, LLC, D/B/A CROSSFIT GRAYS HARBOR prior to bringing my service animal with me to the fitness facility. I shall be strictly liable for any damage or injury to any person or property caused by such animal. I will indemnify, defend, and hold harmless CROSSFIT OF GRAYS HARBOR, LLC, D/B/A CROSSFIT GRAYS HARBOR, and its owners, agents, officers, principals, employees, independent contractors and volunteers for any damages, loss, expenses, attorneys' fees, costs, judgments or liability which might accrue as the case may be, because of the presence of such animal in the fitness facility, regardless of whether the animal's presence is permitted.

**WAIVER:** 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 the Services made available by CROSSFIT OF GRAYS HARBOR, LLC, D/B/A CROSSFIT GRAYS HARBOR, and with my full understanding of all of the above, I hereby waive, release, remise and discharge CROSSFIT OF GRAYS HARBOR, LLC, D/B/A CROSSFIT GRAYS HARBOR, and its owners, agents, officers, principals, employees, independent contractors and volunteers (the "Released Parties"), 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 the offered Services at CROSSFIT OF GRAYS HARBOR, LLC, D/B/A CROSSFIT GRAYS HARBOR.

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**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 CROSSFIT OF GRAYS HARBOR, LLC, D/B/A CROSSFIT GRAYS HARBOR, 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 Released Parties. 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 Released Parties 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. I expressly acknowledge that if CROSSFIT OF GRAYS HARBOR, LLC, D/B/A CROSSFIT GRAYS HARBOR is 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.

**COVENANT NOT TO SUE:** I agree, for myself and all my heirs, not to sue the Released Parties or initiate or assist in the prosecution of any claim for damages or

cause of action against the Released Parties which I or my heirs may have as a result of any personal injury, death or property damage I may sustain while on or using the Premises.

If a parent or guardians is signing on behalf of me as a minor child, he/she is giving permission to administer the necessary first aid, and in case of serious illness or injury, he/she is giving 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.

**INDEMNIFICATION:** I recognize there is risk involved in the types of Services offered at CROSSFIT OF GRAYS HARBOR, LLC, D/B/A CROSSFIT GRAYS HARBOR. Therefore, I accept financial responsibility for any injury or death that I, or the participant, may cause either to myself/him/herself or to any other participant due to my/his/her negligence. Should the above mentioned parties, or anyone acting on their behalf, be required to incur reasonable attorney's fees or costs to enforce this agreement, I agree to reimburse them for such fees and costs. I further agree to indemnify and hold harmless CROSSFIT OF GRAYS HARBOR, LLC, D/B/A CROSSFIT GRAYS HARBOR, and its owners, agents, officers, principals, employees, independent contractors and volunteers from liability for the injury or death of any person(s) and damage to property that may result from my negligent or act or omission while participating in any and all Services offered at CROSSFIT OF GRAYS HARBOR, LLC, D/B/A CROSSFIT GRAYS HARBOR.

**HOLD HARMLESS:** I further agree to indemnify, save and hold CROSSFIT OF GRAYS HARBOR, LLC, D/B/A CROSSFIT GRAYS HARBOR harmless from any loss, liability, attorneys' fees, damage, or costs that it may incur arising out of or related to my participation, or my child/children being in the fitness facility, whether caused by the negligence of CROSSFIT OF GRAYS HARBOR, LLC, D/B/A CROSSFIT GRAYS HARBOR or otherwise.

Further, I release and hold harmless CrossFit, Inc. and its officers, affiliates, directors, agents, staff, volunteers, suppliers, licensors, licensees and employees from and against any and all actions, judgments, settlements, claims, liabilities, losses, damages, expenses, and costs (including court costs and attorney's fees), including, without limitation, for any property damage, personal injury, death or any other action, claim, liability, loss, damage or expense against Affiliate based on Affiliate's operation of Affiliate's business or premises.

**GOVERNING LAW AND VENUE:** This Release and Waiver of Liability agreement will be governed by and interpreted in accordance with the laws of the State of Washington, without giving effect to the principles of conflicts of law. I agree that any action arising out of this Release and Waiver of Liability agreement must be brought exclusively in Washington, Grays Harbor County.

**PARENTAL CONSENT:** (if applicable) I, the undersigned parent or legal guardian of the minor child, have read the above and understood the foregoing assumption of risk, and release of liability, and agree to its terms on behalf of my child and myself. I understand that by signing below, I am giving up substantial rights on behalf of my child and myself.

Initial here: 

I have fully read and fully understand 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. I have been provided an opportunity to ask an attorney questions regarding this form and any fitness related program, as well as questions for clarity. By signing, I am verifying that I have received adequate and sufficient answers to all of my questions.

☐ I agree to these terms.

Are there any injuries or medical issues my coach should be aware of that may hinder my performance at CrossFit Grays Harbor? \*

☐ Yes ☐ No

Sign your name below:

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