

# PEAK180 WAIVER & RELEASE FORM

**Full Name**

**Email Address**

**Gender**

**Street Address**

**City**

**Province/Region**

**Zipcode**

**Country**

**Date of Birth**

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## Express Assumption of Risk

I, the undersigned, am aware that there are significant risks involved in all aspects of physical training and sport. These risks include, but are not limited to: health issues and or conditions can result in serious injury or death, falls which can result in serious injury or death, injury or death due to negligence on the part of myself, or other people around me, injury or death due to improper use or failure of equipment. I am aware that any of these above mentioned risks may result in serious injury or death to myself and or my partner(s).

I willingly assume full responsibility for the risks that I am exposing myself to and accept full responsibility for any injury or death that may result from participation in any activity or class while at Peak180. I, the undersigned, acknowledge that I have no physical impairments or illnesses that will endanger myself or others.

**Initial here:**

## Release

In consideration of the above mentioned risks and hazards and in consideration of the fact that I am willingly and voluntarily participating in the activities available at Peak180 I, the undersigned, hereby release Peak180 and it's affiliates, owners, principals, agents, officers, directors, employees, trainers, staff, contractors, licenses, event organizers, volunteers, equipment providers, as well as the facility owners, operators, lessors and lessees (collectively, the "Released Parties"), from any and all liability, claims, demands, actions or rights of action, which are related to, arise out of, or are in any way connected with my participation in this activity, including those allegedly attributed to the negligent acts or omissions of the above mentioned parties.

This agreement shall be binding upon me, my successors, representatives, heirs, executors, assigns, or transferees. If any portion of this agreement is held invalid, I agree that the remainder of the agreement shall remain in full legal force and effect.

If I am registering on behalf of a minor child, I also give full permission for any person connected with Peak180 to administer first aid deemed necessary, and in case of serious illness or injury, I give 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.

**Initial here:**

## Indemnification

The participant accepts financial responsibility for any injury that the participant may cause either to him/herself or to any other participant due to his/her negligence. Should the above mentioned parties, or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement or otherwise in connection with this agreement, I agree to reimburse them for such fees and costs. I further agree to indemnify and hold harmless the Released Parties from liability for the injury or death of any person(s) and damage to property that may result from my negligent or intentional act or omission while participating in activities offered by Peak180.

I have read and understood the forgoing assumption of risk and release of liability and I understand that by completing the registration 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.

**Initial here:**

## Publicity Release

For good and valuable consideration, the receipt of which is hereby acknowledged, I hereby irrevocably grant to Peak180, its agents, officers, director, employees, nominees, licensors, licensees, sponsors, and each of their successors and assigns, and those acting with their authority and permission (collectively, "Peak180"), the

irrevocable, perpetual, and unrestricted right and permission, with or without my knowledge, to use, re-use, permit the use of, distribute (through any means or methods whether now known or hereafter to become known), reproduce, upload, download, edit, dub, copy, digitize, synchronize, create derivatives, in whole or in part, publish, and re-publish, display, perform, exhibit, transmit, and/or broadcast or otherwise use my appearance, photographic portraits, signature, likenesses, actions, pictures, name, age, voice, conversation, sounds, biographical and personal data, interviews (including, but not limited to a written transcripts), sound recordings, spoken word, rendering, silhouette or other reproduction by drawing, data, audio, illustration, animation, graphics, tape, film, video and/or images of me or in which I may be included, in whole or in part, without restriction as to changes, modifications, or alteration, in conjunction with my own or a fictitious name, voice, or reproductions thereof in color or otherwise, in any and all media now or hereafter known, in or in connection with Peak180, for illustration, publicity, promotion, marketing, media, sales, art, editorial, advertising, trade, or any other purpose whatsoever, which use shall not entitle me to receive any compensation whatsoever. Without limiting the generality of the foregoing, Peak180 may exploit such rights by broadcasting the Pictures or any part thereof, and may use any and all rights granted to Peak180 heron for any and all promotional and advertising purposes.

Further, I hereby waive all rights and release, discharge, and shall neither sue nor bring any proceeding (including, without limitation, seeking any form of inductive relief) against Peak180 and agree to indemnify, defend, and save harmless Peak180, its successors, parent, subsidiaries, affiliates, legal representatives, officers, directors, employees agents, suppliers, licensors, licenses, and assigns, and all person acting under its permission or authority (collectively, the "Released Parties") from and against any and all claims, demands, actions or causes of action, liabilities, costs, dues, sanctions, fees, penalties or expenses (including reasonable attorney fees), of any kind, nature or description, which I or any of my successors or assigns may now, or at any time, have or claim to have, now known or unknown, arising out of or alleged to arise out of or related to any use of the Pictures, including, without limitation, use of my name, image, voice, likeness, that may occur or be produced in connection with the Pictures, or in any subsequent processing, broadcasting, distribution, exhibition, display, dissemination or other exploitation or use thereof, including without limitation any claims of libel, defamation, invasion of privacy, misappropriation or infringement of my right to publicity, personality, false light or any similar matter, or based upon or relating to the use and exploitation of the Pictures. In no event shall I have any right to injunctive or other equitable relief against any of the Released Parties in connection with the Pictures.

Peak180 has the right to use, assign, license and sub-license such materials (in whole or in part) throughout the world, through any means or method of distribution whether now known or hereafter to become known, in perpetuity. I hereby waive any right that I may have to inspect or approve the finished products and the copy, text, narration or other matter that may be used in connection therewith or the use to which it may be applied.

I hereby represent that I am eighteen (18) years of age or older and have the right and power to enter in to this agreement. I have read the above authorization, waiver, release, and agreement and I am fully familiar with the contents therefore. I have consulted and or had the opportunity to consult with my physician and or health care provider, prior to engaging in CrossFit. This release shall be binding upon me and my heirs, legal representatives, and assigns.

**Initial here:**

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