EMERGE CROSSFIT ATHLETE WAIVER

Full Name	Email Address		Gender
Street Address	City	Province/Region	Zipcode
Country	Date of Birth		

EXPRESS ASSUMPTION OF RISK:

I, the undersigned, am aware that there are significant risks involved in any physical training regimen. These risks include, but are not limited to: falls which can result in serious injury or death, injury or death due to negligence on the part of myself, my training partner, or other people around me, injury or death due to improper use or failure of equipment. Injury may also result simply from the fact of physical training itself. By its very nature, physical training seeks to have me push beyond my current physical limits in order to produce a physical adaptation by my body. This requires feedback from me to my trainer regarding what is happening with my body. Excessive work can result (in rare cases) in rhabdomyolosis. I should look for signs of excessive soreness, darkened urine, and pain in the kidney areas in the days following a particularly intense workout. 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 the workouts programmed by Emerge CrossFit, regardless of the location or conditions under which I perform the workouts. 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 workouts programmed by Emerge CrossFit, I, the undersigned hereby release Emerge CrossFit, their principals, agents, employees, contractors, and volunteers 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 signing on behalf of a minor child, I also give full permission for any person connected with Emerge CrossFit 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 recognizes that there is risk involved in the types of activities offered. Therefore 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, I agree to reimburse them for such fees and costs. I further agree to indemnify and hold harmless Emerge CrossFit, their principals, agents, employees, 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 intentional act or omission while participating in workouts offered by Emerge CrossFit. I have read and understood 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 legal rights.

Initial here:

waiving valuable legal rights, and confirm that I am doing so knowingly, willingly and voluntarily.			
Initial here:			
☐ I agree to these terms.			
Do you have an injuries we need to know about? * ☐ Yes ☐ No			
Do you have any medical conditions we should know about? * $\hfill \square$ Yes $\hfill \square$ No			
What is your normal fitness routine? *			
Sign your name below:			
	Please read the <u>Electronic Records and Signature Disclosure</u> I agree to use electronic records and signatures		

agreeing to hold harmless and indemnify the parties named for any liability for injury or death arising from my participation in any Emerge CrossFit activity at any location and for any injury, death and/or damage to property caused by my negligent or intentional act or omission. I understand that by **signing** this form I am