GET BUILT ATHLETE WAIVER

Full Name

Email Address

Gender

Street Address

City

Province/Region

Zipcode

Country

Date of Birth

I,

Initial here:

("Participant"), or Participant's parent or legal guardian if Participant is under the age of 18 years, have requested the use of Get Built Chattanooga, LLC's facilities and/or equipment, or the purchase or provision of lessons, instruction and/or training related to weightlifting, powerlifting, olympic lifting, gymnastics, plyometrics, calisthenics, running, swimming, rowing, biking, climbing, jumping, throwing, diet, nutrition, injury prevention, and/or activities incidental thereto individually and collectively ("CrossFit Activities") and the use of equipment and facilities at 301 West Main St., Chattanooga, TN, or any public or private location (collectively "Facilities and Equipment"). I understand and acknowledge that serious disabilities, illness (to include "exertional rhabdomyolysis"), death, accidents and injuries can occur during CrossFit Activities at the Facilities and/or through the use of the Facilities and Equipment in which those CrossFit Activities are held, whenever or however they occur and for such period said activities may continue. I further understand and acknowledge that attending, participating in, volunteering at or spectating at CrossFit Activities may require me to perform strenuous activities, or to be exposed to activities, conditions, individuals, equipment or events which have potential to cause death, illness, serious injury, disability, or property loss. Knowing the risks inherent in, and connected with these CrossFit Activities, conditions, equipment or events, and with the full understanding of the activities I will be performing, on behalf of myself, my executors, administrators, heirs, successors, assigns, and next of kin, I HEREBY FULLY ASSUME THE RISKS OF INJURY, ILLNESS, DISABILITY, DEATH, OR LOSS OR DAMAGE TO PERSON OR PROPERTY INHERENT IN, AND/OR IN ANY WAY CONNECTED WITH, ATTENDING, PARTICIPATING IN, AND SPECTATING A CROSSFIT TEAM EVENT OR OTHER CROSSFIT ACTIVITY AT THE FACILITIES EVEN IF ARISING FROM THE NEGLIGENCE OF OTHER PERSONS EXECUTING A SIMILAR WAIVER AND RELEASE FROM LIABILITY.

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I understand that I will not be permitted to Participate in CrossFit Activities without executing this Waiver and Release. As a condition of my Participation in CrossFit Activities, I grant Get Built Chattanooga, LLC, and CrossFit, and the employees, members, partners, officers and agents perpetual and non-revocable permission to use my name, photographs and video in which my image and likeness appears in connection with my Participation in CrossFit Activities and further grant permission to display, publish, distribute, use, print and reprint such images and likeness, and the right to employ such images or likeness in advertising and promotions relating thereto or to Build Up Crossfit or any Activities at or related to CrossFit, including any advertisements or media and electronic displays and transmissions thereof (herein "Likeness Rights"). I release Get Built Chattanooga, LLC and Crossfit and their employees, members, partners, officers and agents from any and all liability for damages for use in any manner or media of the Likeness Rights, and waive any and all claims and causes of action for damages for use of the Likeness Rights, including but not limited to: unauthorized use of my likeness, image, character or persona; violation of my right of publicity or privacy; and for copyright or moral rights infringement, defamation, or being cast in a bad light.

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I understand and agree that this Agreement is a full and final release covering all known and unknown and unanticipated injuries, debts, claims or damages to him/her that have arisen or may have arisen from any matters, acts, omissions or dealings released in this agreement, including but not limited to the use of the photographs and Likeness Rights. The undersigned acknowledges that he/she is aware that he/she may hereafter discover facts in addition to, or different from, those which he/she now knows or believes to be true, but it is his/her intention hereby, fully and finally and forever, to settle and to release any and all matters, disputes and differences, known or unknown, suspected or unsuspected, that do now exist, may exist or heretofore have existed with respect to those matters described herein. I expressly waive and relinquish any and all rights or benefits that I may now have, or in the future may have as to these matters released herein, under the terms of (CIVIL CODE) and any similar law of any state or territory of the United States. Said section provides as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

By signing below, the undersigned also waives any and all rights he/she may have, independently or on my behalf, in connection with my image or likeness on

such photograph(s) and Likeness Rights, and consents to, joins with and ratifies all grants of permission, waivers, discharges and releases set forth herein above.

I KNOWINGLY RELEASE, INDEMNIFY, HOLD HARMLESS, AND DISCHARGE the following

persons and entities: Get Built Chattanooga, LLC and CrossFit, Inc. and the officers, members, directors, employees, representatives, independent contractors, family members, and agents ("Releasees") of any and all of the above in connection with any claim arising from or in any way connected with my Participation in CrossFit Activities at the Facilities and/or use of the Equipment and Facilities, whenever or however they occur and for such period said activities may continue. I AGREE NOT TO BRING ANY CLAIM AGAINST RELEASEES, which claims concern in any way death, injury, damage, or loss of any type or nature, which arise out of, are related to, or are in any way connected with attending, participating in, volunteering at or spectating at Get Built Chattanooga, LLC and/or CrossFit Activities, and/or which arise out of or are connected in any way with my use of, or my presence at the Facility(ies) at which (those) activities held, whether injury, death or disability, loss or damage is caused in whole or in part by negligence, gross carelessness, or other acts or failure to act of those persons or entities.

Initial here:

I HEREBY AFFIRM AND ACKNOWLEDGE THAT I HAVE READ THIS DOCUMENT. I HEREBY AFFIRM AND ACKNOWLEDGE THAT I UNDERSTAND ITS CONTENTS AND AGREE TO BE BOUND THEREBY. IF I AM UNDER THE AGE OF EIGHTEEN YEARS, MY PARENT/GUARDIAN HAS READ AND COMPLETED THE SECTION BELOW.

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