# **ATHLETE WAIVER**

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

I agree to participate in one or more physical fitness programs, classes, workouts, or events sponsored by or held by Panhandle CrossFit Group LLC (hereinafter referred to as CrossFit 806), which may include but does not require, and is not limited to, one or more of the following: initial assessment, introductory training, personal training and/or coaching, CrossFit training, and/or physical fitness training, and/or assistance or instruction of any kind, by CrossFit and/or any affiliate, subsidiary or partnership of CrossFit 806. Prior to participating, CrossFit 806 has made me fully aware that the fitness programs/classes which CrossFit 806 offers, and in which I desire to participate, are of a nature and kind that are extremely strenuous and can/may push me to the limits of my physical abilities. I recognize and understand that the programs/classes and exercise undertaken therein are not without varying degrees of risk, which may include but are not limited to the following: muscle soreness, minor aches and pains, tiredness, stiff joints and muscles, tearing of muscles, ligaments, other tissues, bone fractures or breakage, serious and/or life threatening injuries to the musculoskeletal and/or cardio respiratory systems, serious bodily injury or death.

#### STATEMENT OF MEDICAL CONDITION

I realize that CrossFit 806 offers training programs that are difficult for persons that are in very physically fit conditions, including elite athletes, competitive athletes, and combat-ready military personnel. Knowing this to be the case, I do hereby state and certify that I receive periodic medical check-ups, and that I have no cardiovascular or other concerns, problems or illnesses that might keep me from participating in a fitness training program, such as, but not limited to, heart problems, lung problems, circulatory problems, diabetes, high blood pressure, low blood pressure, hardening of the arteries, shortness of breath, chest pains arrhythmia, heart palpitations, arterial dysfunction, circulatory disorders, or any other condition that would raise concern in the mind of a reasonable person. I have no knowledge of any other medical problem or condition that might increase my risk of illness and injury as a result of participation in such a program. CrossFit806 has fully and carefully informed me that I may experience adverse physical changes during and/or after exercise, such as, but not limited to, joint or muscular aches and/or pain, swelling, abnormal blood pressure, fainting, disorder of heart rhythm, stroke, and in very rare instances, heart attack or even death, and I fully understand this to be the case. With my full understanding of this information, I again agree to assume any and all risk associated with my participation in CrossFit 806 fitness programs/classes.

# ASSUMPTIONS OF ALL RISKS.

For and in consideration for being allowed to participate, I do hereby intentionally, willingly and voluntarily assume full responsibility for any and all risks of injury, including serious bodily injury or death, as stated above, to which I may be exposed as a result of my participation in CrossFit 806's physical fitness programs, classes, workouts or events. I accept full and complete responsibility for any injury or death, including expressly any injury or death that results from my own negligence.

# RELEASE.

For and in consideration of being allowed to participate, and in recognition of the above-mentioned risks and hazards, I do hereby intentionally, willingly and voluntarily release, waive, remise and discharge CrossFit 806, its agents, officers, principles, and employees, and each of their heirs and assigns from any and all claims and causes of action, known or unknown, including any liability, claim, demand, action, or right of action arising or out of my participation in the above-referenced activities.

# INDEMNIFICATION:

I recognize that there is risk involved in the types of activities offered by CrossFit 806. Therefore I accept financial responsibility for any injury that I or 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 CrossFit 806, their principals, agents, employees, 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 activities offered by CrossFit 806.

# BINDING UPON HEIRS AND ASSIGNS; LAWS; VENUE.

This release and all other terms and conditions hereof 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. This agreement shall be interpreted according to the laws of the State of Texas and venue for any litigation arising out of or relating to this document(s) shall be exclusively in Potter County, Texas.

# USE OF PICTURE/FILM/LIKENESS.

I agree to allow CrossFit 806, its agents, officers, principals, employees and volunteers to create and use 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 806 of this in writing.

# PERSONAL PROPERTY RESPONSIBILITY:

I agree that CrossFit 806 is in no way responsible for the safekeeping of my personal belongings. I accept full responsibility for my personal items and understand

that CrossFit 806 is not liable for any property that may become damaged, stolen, or lost during any CrossFit 806 related activities including but not limited to classes, personal training, or seminars.

I HAVE READ THE FOREGOING DOCUMENT. I UNDERSTAND IT. I HAVE BEEN GIVEN A FULL AND COMPLETE OPPORTUNITY TO ASK ANY AND ALL QUESTIONS REGARDING IT. I UNDERSTAND THAT BY SIGNING THIS DOCUMENT, I AM WAIVING AND OTHERWISE AFFECTING MY VALUABLE LEGAL RIGHTS. IT IS MY INTENTION TO DO SO. PARENT/GUARDIAN RELEASE FOR PARTICIPATION BY MINOR CHILD (IF APPLICABLE)

I am signing the foregoing document on behalf of a minor child. I am the parent and/or legal guardian of the child and have authority to execute this document on behalf of the child. I also give full permission for any persons connected with CrossFit 806 to administer first aid to said child, as an to the extent deemed necessary, and in case of potential serious illness or injury, I give CrossFit 806 permission to call for medical and or surgical care for the child, and to transport and/or authorize transportation of the child to a medical facility.

transportation of the child to a medical facility.	
☐ I agree to these terms.	
Do you currently have an injury that we should know about? If yes, plead $\hfill \square$ Yes $\hfill \square$ No	ase inform the coach of your class! $st$
No answers to show	
Sign your name below:	
	Please read the <u>Electronic Records and Signature Disclosure</u> The agree to use electronic records and signatures