

## 305 & 262 WAIVER

Full Name

Email Address

Gender

Street Address

City

Province/Region

Zipcode

Country

Date of Birth

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### "RELEASE AND WAIVER"

#### Photography/Video Release

Participants involved in any activities offered by CrossFit 305 LLC dba Fit 305 or CrossFit 262 LLC dba Fit 262 may be photographed or videotaped during training. The undersigned hereby consents to the use of these photographs and/or videos without compensation, on the CrossFit 305 LLC dba Fit 305 or CrossFit 262 LLC dba Fit 262 website or in any editorial, promotional or advertising material produced and/or published by CrossFit 305 LLC dba Fit 305 or CrossFit 262 LLC dba Fit 262.

#### Waiver and Release of Liability

**Express assumption of risk:** I, the undersigned, am aware that there are significant risks involved in all aspects of physical training. 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; strains and sprains. I am aware that any of these above mentioned risks may result in serious injury or death to me 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, or under direction of CrossFit 305 LLC dba Fit 305 or CrossFit 262 LLC dba Fit 262.

I acknowledge that I have no physical impairments, injuries, or illnesses that will endanger me or others.

**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 offered by CrossFit 305 LLC dba Fit 305 or CrossFit 262 LLC dba Fit 262, I, the undersigned hereby release CrossFit 305 LLC dba Fit 305 or CrossFit 262 LLC dba Fit 262, their principals, agents, employees, 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 CrossFit 305 LLC dba Fit 305 or CrossFit 262 LLC dba Fit 262 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.

**Indemnification:** The participant recognizes that there is risk involved in the types of activities offered by CrossFit 305 LLC dba Fit 305 or CrossFit 262 LLC dba Fit 262. 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 CrossFit 305 LLC dba Fit 305, 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 305 LLC dba Fit 305 or CrossFit 262 LLC dba Fit 262, at the main building or abroad. This includes but is not limited to parks, recreational areas, playgrounds, areas adjacent to main building, and/or any area selected for training by CrossFit 305 LLC dba Fit 305 or CrossFit 262 LLC dba Fit 262.

**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 omission. I understand that by signing this form I am waiving valuable legal rights.**

Initial here:

**In consideration for continued access to the training facility identified herein, do hereby acknowledge the significant risks associated with the physical training and programing at this facility.**

**I acknowledge and attest to having fully and carefully read and reviewed this "RELEASE AND WAIVER" including all subparagraphs prior to engaging in any physical activity at this facility.**

**Rhabdomyolysis (hereinafter referred to as "Rhabdo") can occur when an individual's physical activity is so intense that muscular cells begin to breakdown and the contents and/or remaining materials enter the bloodstream. Rhabdo may be caused by many other systemic or environmental causes. However, Exertional Rhabdo can occur**

**in athletes of all levels of fitness, resulting in muscle cell destruction. The skeletal muscle breakdown impairs kidney function as those organs are unable to handle increased enzymes that are released into the bloodstream.**

This induces severe physiological changes in the body. The symptoms of Rhabdo include muscle pain, stiffness and extreme weakness, darkening of the urine (similar to the color of tea or cola), decreased urine output, altered mental status, swelling of the body part involved, either with or without pain. A Rhabdo symptom is pain out of proportion to the amount of soreness that one would generally expect, often producing pain much quicker than one would expect after a workout.

I understand that any concerns on my part that I am experiencing any of the symptoms of Rhabdo require immediate presentation to a hospital for emergency treatment. I acknowledge that no third party, either from the facility or otherwise, will be capable of monitoring my urine output or color, and it is my responsibility to be continually cognizant of this symptom and all other symptoms and to monitor them in my own body at all times. I agree that I will remove myself from participation and seek medical treatment of my own accord should I have any concerns regarding possible symptoms of Rhabdo.

I understand that statistically individuals most likely to experience Rhabdo are those who are in good shape by general standards or who were previously in good physical shape. This includes individuals who were prior athletes. I acknowledge that often the more mentally tough an athlete is and the more athletic they were in the past or currently are, the greater the risk of exposure to Rhabdo.

**I agree to monitor myself in a manner that is proportionate to the potential injury that can be occasioned by this condition. I acknowledge and understand that I am the only individual capable of determining if I am experiencing Rhabdo symptoms. I hereby agree and do willingly assume responsibility for any risks that I expose myself to and accept full responsibility for any injury or death that may result from participating in this significantly demanding physical activity. I for myself and on behalf of my heirs, assigns, personal representatives and/or next of kin, forever WAIVE, RELEASE, DISCHARGE and COVENANT NOT TO SUE and/or their officers, directors, representatives, partners, officials, principals, agents or employees, subsidiaries, or assigns, as well as their independent contractors.**

There is a wealth of medical and popular information regarding the condition known as Rhabdomyolysis available on the internet. It is strongly recommended that you review and evaluate information from all sources available to you, including your physician, prior to executing this Release or participating in strenuous physical activity.

**Initial here:** 

#### **"NUTRITION SERVICES"**

I understand the nutrition instruction, advice and counseling is exclusively for maintenance of health and promotion of increased performance. Said services are not for the identification, management, or treatment of medical condition or disease. All services are incidental to the sport of CrossFit, and/or running for the sole and specific purpose of increased athletic performance.

I am fully aware the services addressed above may or may not be provided by a Registered Dietitian or Nutritionist.

I agree that I have been informed and made fully aware that none of the information and/or services provided by CrossFit 305 LLC dba Fit 305 or CrossFit 262 LLC dba Fit 262 and/or an employee, independent contractor, and/or representative thereof is intended to be a medical diagnosis, medical treatment, or medical advice.

I further agree that these services should never be used as medical diagnosis, medical treatment, or medical advice or used in place proper evaluation and treatment by a qualified medical professional. I have been directed to always seek the advice of a physician or other qualified healthcare provider prior to starting any and every new dietary plan, nutritional plan, and/or exercise regimen to ensure that dietary plan, nutritional plan, and/or exercise regimen is medically appropriate and safe and to address all questions relative to any medical condition I may have.

The Food and Drug Administration have not evaluated any of the statements in my plan unless otherwise stated.

I understand the information provided by CrossFit 305 LLC dba Fit 305 or CrossFit 262 LLC dba Fit 262, and/or an employee, independent contractor and/or representative thereof is not intended for, and should not be used by individuals who are pregnant, nursing, under 18 years old, have health problems, or have other special nutritional or medical concerns. These individuals have unique nutritional, metabolic, and health needs, and a CrossFit 305 LLC dba Fit 305 or CrossFit 262 LLC dba Fit 262 plan will NOT present accurate information to these individuals. Every person should seek the advice of their physician or other qualified healthcare provider.

I understand that CrossFit 305 LLC dba Fit 305 or CrossFit 262 LLC dba Fit 262 representative receives information only from the CrossFit 305 LLC dba Fit 305 or CrossFit 262 LLC dba Fit 262 training coaches and athletes and has no other knowledge regarding an athlete's training program.

I hereby waive, release, and forever discharge CrossFit 305 LLC dba Fit 305 or CrossFit 262 LLC dba Fit 262, as well as their owners, directors, officers, employees, agents, independent contractors and/or representatives from and against any and all claims, demands, or causes of action associated in any manner with the services identified herein and the plan I have received including, but not limited to any injuries received and all costs and expenses associated therewith.

I, in signing this release, agree I am using any and all services including, but not limited to, dietary and/or nutritional services, at my own risk. I assume full responsibility for any injuries or damages resulting from my use and implementation of the plan, and/or advice.

I have read, understood, and agreed to the terms of use for nutrition and training services with CrossFit 305 LLC dba Fit 305 or CrossFit 262 LLC dba Fit 262 described above.

I, the undersigned, acknowledge and represent that I am of sound mind and over eighteen years of age.

By signing this form, I agree to adhere to all the Covid-19 CDC guidelines that CrossFit 305 has put in place and I do not hold CrossFit 305 LLC dba Fit 305

responsible for any sickness or illness, including but not limited to Covid-19.

Initial here:

☐ I agree to these terms.

Do you drink alcohol?

☐ Yes ☐ No

How many drinks per week and when was your last consumption?

Do you smoke or vape?

☐ Yes ☐ No

Please note if you smoke or vape tobacco, CBD or THC products and how often.

Take prescription medications

☐ Yes ☐ No

If so which medications?

Are you exercising now?

☐ Yes ☐ No

How many times per week?

Have you had previous injuries or surgeries?

☐ Yes ☐ No

Please explain

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**Do you have: Back pain, Knee pain or Shoulder pain?**

☐ Yes   ☐ No

**Please describe your pain**

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**High blood pressure, Asthma, Diabetes, or a Heart condition?**

☐ Yes   ☐ No

**Please explain**

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**Any other health conditions not listed?**

☐ Yes   ☐ No

**please explain**

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**Sign your name below:**

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Please read the [Electronic Records and Signature Disclosure](#)

☐ I agree to use electronic records and signatures