

CROSSFIT NUCLEUS ATHLETE WAIVER

Full Name

Email Address

Gender

Street Address

City

Province/Region

Zipcode

Country

Date of Birth

Print Full Name: _____

VOLUNTARY RELEASE AND WAIVER OF LIABILITY

Please carefully read the following VOLUNTARY release and waiver of liability ("Waiver") before signing.

I, the undersigned person (the "Releasor"), request permission from THE NUCLEUS: TRAINING CENTER LLC, CROSSFIT NUCLEUS, and all affiliated and related entities, (the "Releasee") to participate in CROSSFIT and any related activity.

In consideration of my permitted participation in CROSSFIT and any related activity, I, the undersigned, for myself, my personal representatives, heirs, spouse, successors, and assigns:

1. **AGREE TO HOLD HARMLESS, RELEASE, DEFEND, AND INDEMNIFY** Releasee and/or any other person or entity with an interest in CROSSFIT, and each of their officers, directors, shareholders, members, agents, managers, and employees **from any and all liability** and/or claims, demands, actions, executions, judgments, or liability, present or future, which I may have against Releasee or any other person or participant for any foreseen or unforeseen bodily and personal injuries and/or property damage and the consequences arising from, or to arise from, any accident, casualty, or event occurring from any cause whatsoever during my participation in CROSSFIT and any related activity, **including but not limited to any act of negligence, and any failure to act of Releasee**, or any other person or participant, or from the condition of the CROSSFIT facilities or equipment. I hereby covenant to hold Releasee harmless and indemnify Releasee from any claim, demand, action, execution, judgment, liability, or expense, present or future, that may arise out of my participation in CROSSFIT and any related activity whether caused by Releasee or otherwise.

2. **UNDERSTAND** that my entry and participation in CROSSFIT and any related activity contains **danger and risks**, including but not limited to possible injury from **physical exertion, workout equipment, falling objects, uneven walking surfaces, unlit or low lighting areas and general conditions caused or created over which Releasee has minimal control**; that conditions of the CROSSFIT WORKOUT AREA change from time to time and may become more hazardous. **I appreciate and voluntarily elect to accept and assume all danger and risks** associated with my participation in CROSSFIT and any related activity. Further, I understand Releasee is relying upon my representation that I have been cleared for strenuous physical activity by my doctor/ medical provider.

3. **ACKNOWLEDGE** that no oral representation or inducements have been made to me to sign this Waiver. No release of any provision of this Waiver has been made to me and I understand and agree that none would be effective.

4. **AGREE** that this Waiver is intended to be as broad and as inclusive as permitted by the laws of the State of Illinois. If any portion of this Waiver is held invalid, I agree that the balance shall, notwithstanding the partial invalidity, continue in full legal force and effect. I further release Releasee from any and all damage or claim whatsoever on account of first aid, treatment, or service rendered me, (or which Releasee fails to render to me) during or after my participation in CROSSFIT and any related activity.

5. **AFFIRM** that I am of lawful age and legally competent to sign this Waiver, that I understand that its terms are contractual and not a mere recital, that I have signed this Waiver as my own free act and deed, and that it is binding upon my heirs, successors, and assigns. This Waiver shall be construed according to the laws of the State of Illinois.

I HAVE READ THIS Voluntary Release and Waiver of Liability, I UNDERSTAND IT IS A RELEASE OF ALL CLAIMS, I UNDERSTAND I ASSUME ALL RISK OF PARTICIPATION. I VOLUNTARILY SIGN MY NAME EVIDENCING MY ACCEPTANCE OF THE ABOVE PROVISIONS.

Signature: _____

Print Name: _____

Trainer/Witness: _____

Date: _____

Date of Birth: _____

Phone #: _____

Address: _____

Print Email: _____

Photograph and Video

I hereby consent to and authorize the use and reproduction by The Nucleus: Training Center LLC and/or CrossFit Nucleus of any and all photographs and/or video that have been taken of me throughout the duration of my membership at The Nucleus: Training Center LLC and/or CrossFit Nucleus for any purpose, without compensation to me or my assignees. All images and digital files are owned by the The Nucleus: Training Center LLC, who reserves the right to use these photographs and/or video for the online publication, www.TheNucleusTrainingCenter.Com, www.CrossFitNucleus.Com, Social Networks, and/or all marketing for The Nucleus: Training Center LLC and/or CrossFit Nucleus. I hereby report that I am 18 years of age or older and have read and understood the terms of this release. If I am not 18 years of age or older I must have a parent or guardian authorize the following with their signature.

Name (please print): _____ Signed: _____ Date: _____

Parent/Guardian (please print): _____

Signed: _____ Date: _____

Witness (please print): _____ Signed: _____ Date: _____

☐ I agree to these terms.

Have you participated in CrossFit classes before at an Affiliate? *

☐ Yes ☐ No

If yes, how long have you CrossFitted and where did you do CrossFit at? *

Do you have any past injuries or movement restrictions/difficulties we should know about? *

What are you looking to get out of doing CrossFit at Nucleus? Goals? *

How did you hear about Nucleus? *

Sign your name below:

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

☐ I agree to use electronic records and signatures