

CROSSFIT COORDINATE ATHLETE WAIVER

Full Name

Email Address

Gender

Street Address

City

Province/Region

Zipcode

Country

Date of Birth

CrossFit Coordinate **recommends that you clear your participation in any exercise program with your physician.**

I acknowledge that I have chosen to participate in one or more physical fitness program(s)/Class(s) provided by CrossFit Coordinate, Peter Ghali (hereinafter collectively "CFC") which may include, but not necessarily be limited to CrossFit Training and/or individual training or coaching of any kind. CFC has made me fully aware that the fitness programs/classes which CFC 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, the undersigned, recognize and understand that the programs/classes are not without varying degrees of risk which may include, but are not limited to the following: injury to the musculoskeletal and/or cardio respiratory systems which can result in serious injury or death, injury or death due to the negligence on the part of myself, my training partners, or other people around me, injury or death due to improper use or failure of equipment, or injury or death due to a medical condition, whether known or unknown by me, I am aware that any of these above mentioned risks may result in serious injury or death to myself and/or my partner (s).

Release: In full consideration of the above mentioned risks and hazards and in full consideration of the fact that I am willingly and voluntarily participating in the activities made available by CFC, and with my full understanding of all the above, I voluntarily wave, release, discharge, and hold harmless CFC and its agents, officers, principals, employees, volunteers, of any and all liability, claims, demands, actions or rights of action, or damages of any kind related to, arising from, or in any way connected with, my participation in CFC fitness programs/classes, including those allegedly attributed to the negligent acts or omissions of above mentioned parties. **In signing this document, I fully recognize and understand that if I (or any minor on whose behalf I am signing this release) am hurt, die, or my property is damaged, I am giving up my right to make a claim or file a lawsuit against CFC, even if they negligently or by some other act or omission cause the injury or damage.** 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 or effect.

As a parent or legal guardian of a CFC participant under 18 years of age, I have read and voluntarily agreed that said minor may participate in these fitness programs/classes, and I sign this release on their behalf and on the behalf of the minor's parents and legal guardians. In addition, I also give full permission for any person connected with CFC to administer first aid deemed necessary, and in case of serious illness or injury, I give permission to call and or surgical care for the child and to transport the child to a medical facility deemed necessary for the wellbeing of the child.

Indemnification: I recognize that there is risk involved in these types of activities offered by CFC. 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 defense cost to enforce this agreement, I agree to reimburse them for such fees and costs. I further agree to indemnify, defend, and hold harmless CFC, 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 CFC.

Use of Picture(s)/Film/Likeness: I further agree to allow CFC, its agents, officers, principals, employees and volunteers the use of a 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 CFC this in writing.

Assumption of Risk:

"CFC Strongly recommends that you clear your participation in any exercise program with your physician. Use of the CFC facilities under the 24/7 access program is unmonitored, and you use of the CFC equipment and facilities is at your own risk - CFC will not be responsible or liable for any injury or damages incurred by you arising or connected in any way with your use of the CFC equipment and facilities. Membership is at CFC's sole discretion and any violation of the rules and regulations can result in cancellation of membership."

Unattended Access:

"I recognize that I may be attending the facility and using the facility's equipment at times when the facility is unattended by facility staff or other members. I assume the risk of injury due to equipment failure, improper form, conduct of others using the facility or other causes related to lack of supervision and waive any claim arising out of the facility being unsupervised or unattended."

"In full consideration of the above mentioned risks and hazards and in full consideration of the fact that I am willingly and voluntarily participating in self-administered activities using the equipment or facilities, and with my full understanding of all of the above, I hereby waive, release, remise and discharge CFC and its successors, members, managers, agents, officers, and employees of any and all liability, claims, demands, action or rights of actions, or damages of any kind related to, arising from, or in any way connected with, my participation in physical training or my use of the equipment or facilities."

Indemnification:

"I recognize there is risk involved in the types of activities commonly performed at CFC and/or otherwise arising from use of the CFC equipment or facilities. Therefore, I accept all liability and responsibility, financial or otherwise, for any injury that I may cause to myself, any guest of mine utilizing the CFC equipment or facilities, or to any other person utilizing the CFC equipment or facilities due to my negligence or intentional acts. Should CFC or any of its successors, members, managers, agents, officers, or employees, or anyone acting on behalf of any of these individuals, be required to incur attorney's fees, legal fees, expenses, costs or loss (collectively "Losses") due to any injury that I may cause to myself or to any other person utilizing the CFC equipment or facilities due to my negligence or intentional acts, I agree to fully reimburse CFC and/or such persons for such Losses. I further agree to indemnify, hold harmless, and, if necessary, defend CFC and its successors, members, managers, agents, officers, or employees, from and against all liability for the injury or death of any person(s), including myself, and any damages or Losses whatsoever arising from my use of the CFC equipment or facilities."

"I understand that I may not transfer my access credentials to another person and that my membership is for my sole use. I understand I am responsible for the conduct of any unauthorized person that accesses the facility through my credentials. I agree to indemnify the facility, including the payment of the facility's reasonably incurred attorney's fees for any potential or incurred liability arising out of unauthorized guests using my facility entry credential."

I have read this document in it's entirety, I fully understand the foregoing assumption of risk and release of liability and I understand that by signing it I have released any and all claims against CFC. I understand that this agreement obligates me to indemnify the parties' names 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 voluntarily signing this form I am waiving valuable legal rights.

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