

CROSSFIT DEVIATE WAIVER

Full Name

Email Address

Gender

Street Address

City

Province/Region

Zipcode

Country

Date of Birth

Release of Liability, Assumption of Risk and Indemnification Agreement

1. I am aware that while participating in the class(es) and related activities which are offered by Crossfit Deviate, Brian John Naperkoski & Jami Lynn Jordan, employees, agents, and/or instructors, there are certain risks or dangers, whether known or unknown, which may be present due to various hazards. CrossFit is a strength and conditioning program, which uses highly varied, random, functional movements performed at a high intensity. These hazards include, but are not limited to; heat stroke, heat related injuries, stroke, heart attack, fractures, sprain, illness or injury. My participation in the classes or related activities is entirely voluntary. I am fully aware of the hazards described or referred to herein.

2. I understand that the risk of injury or death may be minimized if I abide by proper safety procedures. The possibility of injury or death should be minimized if all participants are attentive to what is occurring around them and abide by the recommended safety procedures. While the risk of injury or death may be minimized, it can never be eliminated.

3. I hereby agree to indemnify, hold forever harmless and defend Crossfit Deviate, Brian John Naperkoski & Jami Lynn Jordan, agents, employees and/or instructors against loss from any and all lawsuits, actions, or claims of any character, type or description, whether at law or in equity, brought or made for, or on account of and injuries or damages received or sustained by me and agree to hold Crossfit Deviate, Brian John Naperkoski & Jami Lynn Jordan, employees, agents and/or instructors because of such injury or damages arising out of, attributed to, directly or indirectly, or occasioned by the negligent acts of any person, corporation, or other entity, including the negligent acts of Crossfit Deviate, Brian John Naperkoski & Jami Lynn Jordan, agents, employees and/or instructors which may occur during my participation in the classes identified herein or related activities. This Indemnity and Hold Harmless Agreement includes claims for contribution and Indemnity, for hospital expenses, drug expenses, doctor fees, nursing, therapy or convalescent fees, and/or attorney fees and/or claims made by or on behalf of the United States of America or any state or political subdivision hereof. I avow that I have health and/or accident insurance that has application to any injury or illness occasioned by me while participating in the classes described above or other related activities.

4. CrossFit is a strength and conditioning program, which uses highly varied, random functional movements performed at a high intensity. I affirm that my general health is good, my doctor has approved my participation in the classes identified above or related exercises, and that I am not under a doctor's care for any condition that would endanger my health or the health of other participants. In case of injury, illness or death, I or my estate will bear the cost of any evacuation procedure utilizing an ambulance, helicopter, or rescue team and any type of related medical care. I affirm that I have adequate and applicable health and/or accident insurance which will cover the cost of reasonable and appropriated health care for any injury or illness I may experience while participating in the classes identified herein or other related activities.

5. I do hereby consent that any photograph in which I appear may be used without compensation to me for purposes of publicity or advertising, such as catalogues, websites, marketing materials, flyers and news stories.

6. I expressly agree that this Release of Liability, Assumption of Risk and Indemnification Agreement is intended to be as broad and inclusive as permitted by the laws of The United States of America and the State of Michigan, and that if any portion of it is held invalid, it is agreed that the balance shall, not with standing, continue in full legal force and effect.

7. I understand that Crossfit Deviate is not liable for my children, if any, in the children's play area. I also agree that a parent or legal guardian must be on site at all times while my children are in the play area and it is the parent or legal guardian's responsibility to keep their children in the play area at all times unless they accompany their children to any other area of the facility. Crossfit Deviate is not responsible in any way for children who are not in the specified play area.

8. I agree if for any reason I must cancel or put my membership on hold, I will do this in person at Crossfit Deviate. I understand that any email or phone call cancellation will be null and void.

9. I understand the risks that can come from Covid-19 and understand that if I notice any symptoms in myself or someone in my household or come in contact with anyone tested positive with Covid-19 or has multiple symptoms that I will stay home from the gym for 14 days. I will inform Crossfit Deviate as soon as possible.

10. I have carefully read this Release of Liability, Assumption of Risk and Indemnification Agreement, and voluntarily sign the same. By signing this agreement, I acknowledge that it shall be effective and binding upon me, my family, heirs, next of kin, administrators, executors, representatives, and my estate.

☐ I agree to these terms.

How did you hear about us?

Sign your name below:

Please read the [Electronic Records and Signature Disclosure](#)
☐ I agree to use electronic records and signatures