## **MEMBERSHIP WAIVER**

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

The Garage, LLC waiver

PARTICIPANT RELEASE AND KNOWLEDGE OF AGREEMENT (Waiver)

Take Responsibility For Yourself, don't do anything you aren't comfortable with.

I wish to participate in the exercise and training program offered by The Garage, LLC. I understand there are inherent risks in participating in a program of strenuous exercise. I agree that The Garage, LLC shall not be liable or responsible for any injuries to me resulting from my participation in the fitness program (whether at home, at the training studio, outdoors, or at a corporate, commercial, residential or other fitness facility) and I expressly release and discharge The Garage, LLC and its owners, employees, agents and/or assigns, from all claims, actions, judgments and the like which I or my heirs, executors, administrators or assigns may have or claim to have as a result of any injury or other damage which may occur in connection with my participation in the fitness program. This Release shall be binding upon my heirs, executors, administrators and assigns. I understand and agree that it is my responsibility to inform my Coach of any conditions or changes in my health, now and ongoing, which might affect my ability to exercise safely and with minimal risk of injury

The Garage, LLC strives to provide a positive and encouraging environment for our clients. Anyone that is disruptive or negatively influences this environment is subject to having their membership revoked. Safety, Fun, and Fitness are our goals.

I understand that I am not obligated to perform nor participate in any activity that I do not wish to do, and that it is my right to refuse such participation at any time during my training sessions. I understand that should I feel excessively lightheaded, faint, dizzy, nauseated, or experience pain. I am to stop the activity and inform my Coach.

I understand the results of any fitness program cannot be guaranteed and my progress depends on my effort and cooperation in and outside of the sessions

I understand that during a training session, my Coach may have to use "Touch Training" to correct alignment and/or to focus my concentration on a particular muscle area to be targeted. If I feel uncomfortable or experience any type of discomfort with Touch Training, I will immediately request that my Coach discontinue using this technique.

I understand that The Garage, LLC may photograph and/or film their client events/sessions and I agree to allow them to use these pictures, films, and/or likenesses of me for promotional purposes. In the event I choose not to allow the use of the same for said purpose, I agree that I must inform The Garage, LLC of this. I fully understand that any physical activity including CrossFit can be dangerous.

I will report any malfunctioning equipment, unsanitary conditions, incompetency in staff, emergency situation compliance, or other unreasonably hazardous conditions to management.

Slips, trips, or falls nor inadequate security or surveillance inside or out, animal attacks are not the fault of the Garage, LLC or staff.

I understand that children that are not actively involved in a class are not allowed in the gym area unless their is a blue (any color) line marked off allowing a small access. If I let my child run wild it is my fault for accidents.

The Garage staff has no intention of harassing anyone physically, sexually or mentally. I hold no one responsible for comments and will report the issue to management.

This copied directly from our insurance provider with our name added in

PLEASE NOTE: This waiver of Liability, Release, Acknowledgement of Risk, and Indemnification Agreement ("Waiver Agreement") is intended to be, and is, legally binding. If any aspect of this Waiver Agreement requires clarification, have a Garage, LLC, employee fully explain it before signing. By signing the Garage, LLC "Student Registration" you are agreeing to all terms set forth in this Waiver Agreement. You and/or the person on whose behalf you are signing, are waiving the right to bring any type of action, whether in court or otherwise, to recover compensation or obtain any other remedy for any personal injuries, damages to property, any accident or incident of any type, or death, arising out of or related to your use of Garage, LLC, its facilities, grounds, climbing walls, exercise areas, classes, equipment, whether the use is supervised or unsupervised. While Garage, LLC offers these activities in a controlled environment, there is still an assumed risk of injury to persons using Garage, LLC. In agreeing to this Waiver Agreement, I hereby acknowledge, understand, and agree on my behalf, and upon behalf of the person for whom I am signing, that the use of Garage, LLC, its facilities, equipment, climbing walls, classes and/or participating in activities sponsored by Garage, LLC have inherent risks. These risks include, but are not limited to, any injury of damage resulting from: Negligence of employees, volunteer assistants, independent contractors of Garage, LLC. Negligent misuse of the facility, climbing walls, or equipment of Garage, LLC; falling off or impacting against the climbing walls, impact surface, floors, or anything else; rope abrasion, entanglement or other activities occurring on the premises; cuts or abrasions resulting from any cause whatsoever;

failure of the climbing walls or equipment, whether inside or outside; personal health problems, whether mental or physical; negligence of other climbers, visitors, or observers or persons who may be present in or around the climbing area or facility; and/or negligence or lack of adequate training of any person(s) who seek to assist with medical or other help either before or after any injury or damage may occur.

Garage, LLC AGREEMENT AND RELEASE OF LIABILITY 1. In consideration of being allowed to participate in the activities and programs of Garage, LLC and to use its facilities, equipment and machinery in addition to the payment of any fee or charge, I, for myself, my heirs and assigns, hereby waive, release, and forever discharge Garage, LLC, and their officers, agents, employees, representatives, executors and all others from any and all, responsibilities or liability from injuries or damages resulting from my participation in any activities or my use of equipment, classes, climbing walls or machinery in the above mentioned activities. I do hereby release all of those mentioned and any others acting upon their behalf from any responsibility or liability for any injury or damage to myself, including those caused by the negligent act or omission of any of those mentioned or others acting on their behalf or in any way arising out of or connected with my participation in any activities of Garage, LLC or the use of any equipment at Garage, LLC. 2. I understand and am aware that, fitness, and climbing including the use of the equipment, are all potentially hazardous activities. I also understand that fitness activities involve a risk of injury or even death, and that I am voluntarily participating in these activities and using equipment and machinery with knowledge of the dangers involved. I hereby to expressly assume and accept any and all risks of injury or death. 3. I do hereby declare myself to be physically sound and suffering from no condition, impairment, disease, infirmity, or other illness that would prevent my participation or use of equipment, climbing wall or machinery except as herein stated. I acknowledge that I have either had a physical examination and been given my physician's permission to participate, or that I have decided to participate, in the activity of, fitness, and climbing and the use of the equipment, climbing wall and machinery without the approval of my physician and do hereby assume all res

AGREEMENT AND RELEASE OF LIABILITY In consideration of having Garage, LLC allow my child, , who is under the age of 18 to participate in the activities and programs of Garage, LLC, including but not limited to Garage, LLC, Climbing and use of the climbing wall and any other equipment, I hereby for my child's heirs, executors, administrators, and or assigns, waive and release any and all rights and claims of any nature my child may have against Garage, LLC, its officers, employees, agents, chapters, assignees, licensees, and cooperating entities, their representatives, heirs, executors, administrators, successors, and assigns for and against any and all injuries or damages of any nature my child may suffer while taking part in any activities connected with Garage, LLC. This release and consent shall be binding upon my child's heirs, executors, administrators, and/or assigns.

Photo / Video Release I hereby give permission for images of my child, captured during regular and special activities through video, camera and digital camera to be used solely for the purposes of Garage, LLC promotional material, publications and web site, and waive any rights of compensation or ownership thereto. Last names of minors will not be given or posted on the web site.

I have read all the above and agree to the terms



## Sign your name below:

Please read the <u>Electronic Records and Signature Disclosure</u> agree to use electronic records and signatures