

## ATHLETE WAIVER

Full Name

Email Address

Gender

Street Address

City

Province/Region

Zipcode

Country

Date of Birth

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### **Waiver & Release of Liability**

ChalkBox Training LLC d.b.a ChalkBox Training  
2319 25th ST SE, Salem, OR 97302

### **Photography/Video Release**

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

**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 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 by these risks may result in serious injury or death to myself, and/or my partner(s), and/or others. 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 activity or class while at, or under direction of ChalkBox Training LLC (hereinafter referred to as "ChalkBox Training"). I acknowledge that I have no physical impairments, injuries or illnesses that will endanger me or others.

**Release:** In consideration of the risks and hazards and in consideration of the fact that I am willingly and voluntarily participating in the activities offered by ChalkBox Training, I hereby release ChalkBox Training, 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 with ChalkBox Training, including, but not limited to, those allegedly attributed to the negligent acts or omissions myself, other participants, ChalkBox Training, their principals, agents, employees, and volunteers. This agreement shall be binding upon me, my successors, representative, 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 ChalkBox Training to administer first aid deemed necessary, and in the 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:** I recognize that there is risk involved in the types of activities offered by ChalkBox Training. Therefore I accept financial responsibility for any injury that I may cause either to myself or to any other participant due to my negligence. Should ChalkBox Training, 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 ChalkBox Training, 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 ChalkBox Training, at the main building or abroad. I further agree to indemnify and hold harmless ChalkBox Training, their principals, agents, employees and volunteers from liability for the injury to or death of myself or any other participant and damage to property that may result from negligence, omissions or intentional acts on the part of ChalkBox Training, their principals, agents, employees and volunteers while participating in activities offered by ChalkBox Training, at the main building or abroad. This includes but is not limited to parks, recreational areas, playgrounds, areas adjacent to the main building and/or any areas selected for training or other activities by ChalkBox Training.

I have read and understand the foregoing assumption of risk, release of liability, and indemnification, and I understand that signing it obligates me to release and indemnify the parties named for any liability for injury or death of any person and damage to property caused by my and/or ChalkBox Training's negligence, intentional act(s) or omission(s). I understand that by initialing this form, I am waiving valuable legal rights.

### **Safety and Emergency Protocols**

**Medical Emergency:** In the event of an emergency or need of medical assistance, immediately contact 9-1-1 or go directly to the hospital. Once the situation has been resolved, please contact Joseph McGowan (503-991-2825). Contact the secondary point of contact, Mary McGowan (503-559-2651), if Joseph is unavailable.

**Suspicious Activity:** If you are witness to suspicious activity, please make sure all doors are shut for your safety and report to it to Joseph McGowan. If the

situation is more serious and your life is in immediate danger, call 9-1-1.

**24-Hour Access:** If accessing the facility outside of normally scheduled class times, a coach may not be present. Enter the gym at your own risk. If you are at the facility after dusk please make sure all doors are shut and locked to ensure your safety and the security of the property. Upon exiting the facility make sure all doors are locked.

24 hour access to the gym is restricted to Individualized Programming and Personal Training clients. Individualized Programming and Personal Training clients have undergone a physical Assessment and have demonstrated competency in the basic fundamental movements. If these clients access the gym outside of regular scheduled class times and there is no staff present, members are accessing the facility at their own risk.

#### Contacts

Joseph McGowan, Owner  
Cell: 503-991-2528

Mary McGowan, Owner  
Cell: 503-559-2651

☐ 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