

# COVE WAIVER

**Full Name**

**Email Address**

**Gender**

**Street Address**

**City**

**Province/Region**

**Zipcode**

**Country**

**Date of Birth**

ASSUMPTION OF RISK, RELEASE, COVENANT NOT TO SUE AND

INDEMNIFICATION AGREEMENT

For valuable consideration and to induce the grant of permission to participate in CROSSFIT® exercise activities as well as to induce the provision of CROSSFIT® facilities and coaching by CrossFit Cove, dba Legendary Fitness, Inc., its shareholders, directors, officers, successors in interest, employees, agents, consultants, and/or independent contractors (of Legendary Fitness, Inc.), each of the undersigned agrees to the following terms and conditions of this Assumption of Risk, Release, Covenant Not to Sue and Indemnification Agreement ("Agreement") as of the date written below and makes the following representations and warranties:

I acknowledge that participating in CROSSFIT® exercise activities and receiving CROSSFIT® coaching is a HAZARDOUS RECREATIONAL ACTIVITY with RISK of damage or PERSONAL INJURY, including PARALYSIS OR DEATH, to any person or property. Such hazards include but are not limited to injury to the musculoskeletal and/or cardio-respiratory systems which can result in serious injury or death; injury or death due to negligence on the part of myself, my training partner(s), or other people around me; injury or death due to improper use of or failure of equipment; and/or injury or death due to a medical condition, whether known or unknown by me. I understand and acknowledge that participating in CROSSFIT® exercise activities and receiving CROSSFIT® coaching is of a nature and kind that is extremely strenuous and can, may, and likely will push me to the limits of my physical abilities. I understand this is not a complete description of all risks and that other unknown or unforeseeable hazards and risks of harm may occur.

**Initial here:**

With this in mind, I accept full responsibility for my own safety and EXPRESSLY ASSUME ANY AND ALL RISKS OF HARM, whether foreseen or unforeseen, and whether occurring while participating in CROSSFIT® exercise activities and/or while receiving CROSSFIT® coaching from CrossFit Cove whether indoors or outdoors, and/or while participating in any CROSSFIT® exercise activities whether indoors or outdoors anywhere, at any time.

**Initial here:**

I hereby RELEASE and agree to INDEMNIFY AND HOLD HARMLESS CrossFit Cove/Legendary Fitness, Inc., their other patrons and clients, lessors, licensors, equipment manufacturers, vendors, and insurers (hereinafter collectively referred to as "Parties Released"), from and against any liability, demand, claim or right of action for any damage or injury, including paralysis or death, to any person or property, even if such damage or personal injury results from the NEGLIGENCE of CrossFit Cove/Legendary Fitness, Inc. or other Parties Released. I further COVENANT NOT TO SUE or make any demand or claim against CrossFit Cove/Legendary Fitness, Inc. or other Parties Released, for or by reason of any such damage or personal injury caused by, related to, or arising from my participating in CROSSFIT® exercise activities and/or from receiving CROSSFIT® coaching from CrossFit Cove/Legendary Fitness, Inc., or from participating in CROSSFIT® exercise activities anywhere, at any time. I will pay any and all fees, damages, and costs, including attorney's fees, for CrossFit Cove or other Parties Released may incur in the enforcement of this agreement.

**Initial here:**

If I am a PARENT or GUARDIAN of any minor person under 18 years of age that is participating in CROSSFIT® exercise activities and/or receiving CROSSFIT® coaching from CrossFit Cove/Legendary Fitness, Inc. I make these representations and warranties and agree to the terms of this Agreement on behalf of each minor, as well as myself, and I agree to assume responsibility for their safety. I further agree to INDEMNIFY AND HOLD HARMLESS CrossFit Cove/Legendary Fitness, Inc., and the other Parties Released, from and against any demand, claim, right of action or suit that may be brought on behalf of any such minor arising from said minor's participation in CROSSFIT® exercise activities and/or the receipt of CROSSFIT® coaching by CrossFit Cove/Legendary Fitness, Inc., or anywhere, at any time. I will pay any and all fees, damages and costs, including attorney's fees, CrossFit Cove/Legendary Fitness, Inc. or other Parties Released may incur in the enforcement of this agreement.

Initial here:

I am physically fit and know of no medical or health reason why I should not participate in this activity. I have consulted with a physician regarding CROSSFIT®, its nature, and whether or not it is suitable for me, and I have received that physician's clearance to participate in CROSSFIT®.

Initial here:

I agree to give permission to CrossFit Cove/Legendary Fitness, Inc. to take photos and videos of me while I am inside CrossFit Cove/Legendary Fitness, Inc. I give full permission to let these pictures be displayed in public places on the internet. Such as CrossFit Cove/Legendary Fitness, Inc. website, facebook, twitter and other social media outlets.

I intend this agreement to bind me and my family, my assigns, estate, heirs, and personal representatives.

Initial here:

This contract is severable and shall be interpreted and enforced under the laws of the State of \*\*\*Maryland\*\*\*.

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