ATHLETE WAIVER

Full Name

Email Address

Gender

Street Address

City

Province/Region

Zipcode

Country

Date of Birth

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www.SwampRabbitCrossFit.com

WAIVER AND RELEASE FROM LIABILITY

I, _____ ("Participant"), along with Participant's parent or legal guardian if Participant is under the age of eighteen (18), have requested the use of Swamp Rabbit CrossFit, LLC facilities and/or equipment, and/or the purchase or provision of classes, lessons, instruction, and/or training related to weightlifting, powerlifting, Olympic lifting, gymnastics, plyometrics, calisthenics, running, swimming, rowing, biking, climbing, jumping, throwing, diet, nutrition, injury prevention, and/or activities incidental thereto individually and collectively ("CrossFit Activities") and the use of equipment and facilities at 25 Delano Dr, Greenville, South Carolina 29601 and/or any public or private location (collectively "Facilities and Equipment"). I understand and agree that such activities may include, but not necessarily be limited to, CrossFit Training and/or strength training of any kind by any affiliate, subsidiary, independent contractor, or partnership of Swamp Rabbit CrossFit, LLC and/or William R. Timmons IV or employed or affiliated trainers or staff (collectively "Swamp Rabbit CrossFit"). I am fully aware that the fitness programs and classes that Swamp Rabbit CrossFit offers and in which I desire to participate are of a nature and kind that are extremely strenuous, can or may push me to the limits of my physical abilities, and involve varying degrees of risk. I affirm that I have no physical impairments, conditions, or illnesses that will endanger myself or others or which would render me unfit to participate in CrossFit Activities and that I am willingly and voluntarily participating in CrossFit Activities. I understand and acknowledge that all physical activity involves risk and that I should consult a doctor before beginning any program of physical activity.

Initial here:

I understand and acknowledge that serious disabilities, illnesses, conditions (including but not limited to "exertional rhabdomyolysis"), injuries, accidents, and death can occur during CrossFit Activities at the Facilities and/or through the use of the Facilities and Equipment in and through which those CrossFit Activities are held, whenever or however they occur and during and after such period as said activities may continue. I understand and acknowledge that such risks may 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, or other people around me; injury or death due to improper use or failure of equipment; injury or death due to falls, trips, drops, or slips before, during, and after physical activity, which may or may not be caused by uneven surfaces; and injury or death due to a medical condition, whether known or unknown by me. I further understand and acknowledge that attending, participating in, volunteering at, or spectating at CrossFit Activities may require me to perform strenuous activities, or to be exposed to activities, conditions, individuals, equipment, or events which have potential to cause death, illness, serious injury, disability, or property loss to myself and/or my partner(s).

Knowing the risks inherent in and connected with these CrossFit Activities, conditions, equipment, and/or events, and with the full understanding of the activities I will or may be performing, on behalf of myself, my representatives, executors, administrators, heirs, successors, assigns, transferees, and next of kin, I HEREBY FULLY AND WILLINGLY ASSUME AND ACCEPT FULL RESPONSIBILITY FOR ANY AND ALL RISKS OF INJURY, ILLNESS, DISABILITY, DEATH, OR LOSS OR DAMAGE TO PERSON OR PROPERTY INHERENT IN AND/OR IN ANY WAY CONNECTED WITH ATTENDING, PARTICIPATING IN, VOLUNTEERING AT, AND SPECTATING AT A SWAMP RABBIT CROSSFIT EVENT OR OTHER CROSSFIT ACTIVITY AT THE FACILITIES, EVEN IF ARISING FROM THE NEGLIGENCE OF SWAMP RABBIT CROSSFIT OR OTHER PERSON(S) WHO MAY OR MAY NOT HAVE EXECUTED A WAIVER AND RELEASE FROM LIABILITY.

I understand and acknowledge that Swamp Rabbit CrossFit's Facilities are located in a building with other tenants and occupants and are positioned beside the Swamp Rabbit Trail. I understand and acknowledge that the building's other units, the Trail, the parking lot, and all adjoining spaces are operated independently from Swamp Rabbit CrossFit (even if they share doors, stairs, or entryways with Swamp Rabbit CrossFit), that these spaces are or may be open to the public or to other private groups, and that Swamp Rabbit Crossfit is not liable for any persons or activities connected therewith or occurring thereon. I understand and acknowledge that any use of such areas is done at my own risk and that Swamp Rabbit CrossFit cannot guarantee my safety or the safety of my property in those areas. I assume all liability for any use of such areas and will not attempt to hold Swamp Rabbit CrossFit responsible for any happenings thereon.

Initial here:

Assumption of Risk and Waiver of Liability Relating to Coronavirus/COVID-19

The coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. **COVID-19 is extremely contagious** and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people.

Swamp Rabbit CrossFit has put in place preventative measures to reduce the spread of COVID-19; however, Swamp Rabbit CrossFit **cannot guarantee** that you will not become infected with COVID-19. Further, **attending Swamp Rabbit CrossFit could increase** your risk of contracting COVID-19.

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I may be exposed to or infected by COVID-19 by attending Swamp Rabbit CrossFit and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at Swamp Rabbit CrossFit may result from the actions, omissions, or negligence of myself and others, including, but not limited to, Swamp Rabbit CrossFit employees, volunteers, and program participants and their families.

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I may experience or incur in connection with my attendance and/or participation at Swamp Rabbit CrossFit ("Claims"). I hereby release, covenant not to sue, discharge, and hold harmless Swamp Rabbit CrossFit , its employees, agents, owners, officers, contractors, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of Swamp Rabbit CrossFit , its employees, agents, owners, officers, contractors, and representatives, whether a COVID-19 infection occurs before, during, or after participation at Swamp Rabbit CrossFit .

Initial here:

I grant Swamp Rabbit CrossFit permission to use my credit or debit card, photo identification, and/or my fingerprints to identify me, register my presence in the Facilities, and bill me for any expenses incurred at the Facilities (including but not limited to my membership fee, training fees, and purchases) through the use of biometrics, and I hereby waive any and all claims I may have or come to have against Swamp Rabbit CrossFit as a result of such uses.

Initial here:

I understand that I will not be permitted to participate in CrossFit Activities without executing this Waiver and Release from Liability ("Waiver and Release). As a condition of my Participation in CrossFit Activities, I grant Swamp Rabbit CrossFit perpetual and non-revocable permission to use my name, photographs, and video in which my image and likeness appears in connection with my participation in CrossFit Activities and further grant permission to display, publish, distribute, use, print, and reprint such images and likeness, and the right to employ such images or likeness in advertising and promotions relating thereto or to Swamp Rabbit CrossFit or any Activities at or related to CrossFit, including any advertisements or media and electronic displays and transmissions thereof ("Likeness Rights"). I release Swamp Rabbit CrossFit and its owners, officers, members, directors, principals, investors, employees, representatives, independent contractors, family members, heirs, devisees, assignees, volunteers, landlords, tenants, representative administrators, and agents from any and all liability for damages for use in any manner or media of the Likeness Rights, and waive any and all claims and causes of action for damages for use of the Likeness Rights, including but not limited to: unauthorized use of my likeness, image, character, or persona; violation of my right of publicity or privacy; and for copyright or moral rights infringement, defamation, or being cast in a bad light. By signing below, I also waive any and all rights I may have, independently or on my behalf, in connection with my image or likeness on such photograph(s) and Likeness Rights, and consent to, join with, and ratify all grants of permission, waivers, discharges, and releases set forth herein above.

I KNOWINGLY RELEASE, INDEMNIFY, HOLD HARMLESS, AND DISCHARGE the following persons and entities: The City of Greenville, SC; Greenville County, SC; CrossFit, Inc.; Swamp Rabbit CrossFit, LLC; Pain Alley, LLC; Timmons & Company, LLC; William R. Timmons IV; and the owners, officers, members, directors, principals, investors, employees, representatives, independent contractors, family members, heirs, devisees, assignees, volunteers, landlords, tenants, representative administrators, and agents ("Releasees") of any and all of the above in connection with any claim, liability, demand, action, right of action, or damages of any kind related to, arising from, or in any way connected with my participation in CrossFit Activities at the Facilities and/or use of the Equipment, whenever or however they occur and for such period said activities may continue, including those allegedly attributed to the negligent or intentional acts or omissions of the above-mentioned parties or myself. I WAIVE, REMISE, AND AGREE NOT TO BRING ANY CLAIM OF ANY TYPE AGAINST RELEASEES, which claims concern in any way death, injury, disability, damage, or loss of any type or nature and which arise out of, are related to, or are in any way connected with attending, participating in, volunteering at, or spectating at CrossFit Activities, and/or which arise out of or are connected in any way with my use of or my presence at the Facilities at which such activities are held, whether injury, death, disability, loss, or damage is caused to myself or my property in whole or in part by negligence, gross carelessness, intentional acts, or other acts or failures to act of those persons or entities. I accept financial responsibility for any injury that I may cause either to myself or to any other participant due to my negligence or intentional acts. I acknowledge that I am responsible for individually protecting and insuring myself and my property for any and all possible future expenses I may incur as a result of participating in CrossFit Activities and/or using the Facilities and Equipment. Should the above-mentioned parties, or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to fully reimburse them for such fees and costs.

Initial here:

I understand and agree that this Waiver and Release is a full and final release covering all known, unknown, anticipated, and unanticipated injuries, debts, or damages to me and claims by me that have arisen or may arise from any matters, acts, omissions, or dealings released herein, including but not limited to the use of the photographs and Likeness Rights. I acknowledge that I am aware that I may hereafter discover facts in addition to, or different from, those which I now know or believe to be true, but it is my intention hereby, fully and finally and forever, to settle and to release any and all matters, disputes, and differences, known or unknown, suspected or unsuspected, that do now exist, may exist, or heretofore have existed with respect to those matters described herein. I expressly waive and relinquish any and all rights or benefits that I may now have, or in the future may have as to these matters released herein under the terms of any law of any state or territory of the United States. I understand and agree that this Waiver and Release and any claim or controversy arising under or related to it will be

governed by the laws of the State of South Carolina. If any portion of this Waiver and Release is held invalid or unenforceable, I agree that the remainder of the Waiver and Release will remain in full legal force and effect.

I HEREBY AFFIRM AND ACKNOWLEDGE THAT I HAVE READ THIS ENTIRE WAIVER AND RELEASE FROM LIABILITY. I HEREBY AFFIRM AND ACKNOWLEDGE THAT I UNDERSTAND ITS CONTENTS AND FREELY AGREE TO BE FULLY BOUND THEREBY. I UNDERSTAND THAT BY SIGNING THIS DOCUMENT I AM WAIVING VALUABLE LEGAL RIGHTS AND AM ASSUMING ALL RISKS ASSOCIATED WITH CROSSFIT ACTIVITIES, FACILITIES, AND EQUIPMENT. IF I AM UNDER THE AGE OF EIGHTEEN YEARS, MY PARENT/GUARDIAN HAS READ AND COMPLETED THE SECTION BELOW AND IS ALSO BOUND HEREBY.

Initial here:

☐ I agree to these terms.

Do you currently have any injuries or physical limitations that your trainers should know about when they are coaching you? *

☐ Yes ☐ No

If yes, what are they? If no, type none.

Has your doctor ever said that you have a heart condition and that you should only perform physical activity recommended by a doctor? *

☐ Yes ☐ No

If yes, what are your limitations? If no, type none.

Within the last 6 months have you been a regular exerciser? (3-4 times per week) *

☐ Yes ☐ No

If yes, how have you been exercising? If no, when is the last time that you were regularly physically active?

Sign your name below:

Please read the Electronic Records and Signature Disclosure

☐ I agree to use electronic records and signatures