

## ATHLETE WAIVER

**Full Name**

**Email Address**

**Gender**

**Street Address**

**City**

**Province/Region**

**Zipcode**

**Country**

**Date of Birth**

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### **A) Waiver and Release of Liability**

#### **Photography/Video Release**

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

**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 Black Bolt Fitness. 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 Black Bolt Fitness, I hereby release Black Bolt Fitness, 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 Black Bolt Fitness, including, but not limited to, those allegedly attributed to the negligent acts or omissions myself, other participants, Black Bolt Fitness, 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 Black Bolt Fitness 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 Black Bolt Fitness. 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 Black Bolt Fitness, 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 Black Bolt Fitness, 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 Black Bolt Fitness, at the main building or abroad. I further agree to indemnify and hold harmless BBFit, 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 BBFit, their principals, agents, employees and volunteers while participating in activities offered by BBFit, 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 Black Bolt Fitness.

### **B) Assumption of the Risk and Waiver of Liability Relating to Coronavirus/COVID-19**

The novel 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.

Black Bolt Fitness has put in place preventative measures to reduce the spread of COVID-19; however, Black Bolt Fitness cannot guarantee that you or your child(ren) will not become infected with COVID-19. Further, attending Black Bolt Fitness could increase your risk and your child(ren)'s risk of contracting COVID-19.

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that you may be exposed to or infected by COVID-19 by attending Black Bolt Fitness 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 Black Bolt Fitness may result from the actions, omissions, or negligence of myself and others, including, but not limited to, Black Bolt Fitness 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 at the Black Bolt Fitness. On my behalf, and on behalf of my children, I hereby release, covenant not to sue, discharge, and hold harmless Black Bolt Fitness's employees, agents, 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 the Club, its employees, agents, and representatives, whether a

COMD-19 infection occurs before, during, or after participation in any Black Bolt Fitness program.

**C) Social Fitnessing Requirements**

- Temperature will be taken upon entering the gym. Less than 100.4 is the magic number. May not enter gym floor until temp is taken.
- **Please do not arrive more than 10 minutes early or stay after class inside the gym.** (You may hang out at a safe distance outside)
- I will not hand shaking or high five other athletes
- I will sanitize and wipe off all equipment after use
- **I will use my phone to sign in and track WOD stats**
- I will not touch Wodify keyboard (front computer)
- I will bring my own water bottle
- I will try my best to limit restroom usage
- I will stay in your WOD station
- I will remain 6ft apart from other athletes
- I will not turn on fans inside facility
- If I recently traveled, I will stay away from the gym for 14-days
- If you have cold or allergy symptoms, are coughing or not feeling well please do not come to session.
- I understand that failure to follow "Social Fitnessing Requirements" can result in temporary membership suspension.

**LAST PART I SWEAR!**

I have read and understand the foregoing assumption of risk, release of liability, indemnification, ARWL Relating to Coronavirus/COMD-19, and social fitnessing requirements 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 Black Bolt Fitness negligence, intentional act(s) or omission(s). I understand that by signing this form, I am waiving valuable legal rights.

**Initial here:**

I agree to these terms.

**I have READ and UNDERSTAND... Part A) Waiver and Release of Liability \***

Yes  No

**I have READ and UNDERSTAND... Part B) Assumption of the Risk and Waiver of Liability Relating to Coronavirus/COVID-19 \***

Yes  No

**I have READ and UNDERSTAND... Part C) Social Fitnessing Requirements \***

Yes  No

**Sign your name below:**

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