ATHLETE WAIVER

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

General Understanding

I understand that Crossfit is a physical fitness program. I understand that accidents and injuries are an inherent risk of any physical activity. CF714 will make every effort to train me to the best of their ability; however, I will be fully and solely responsible for my fitness results as well as my health and safety. I understand Crossfit workouts can be very difficult and strenuous on physical, mental, and emotional systems. I will be solely responsible for monitoring and keeping myself safe at all times. I have been advised that I should consult a physician prior to engaging in any exercise program and I acknowledge that I am solely responsible for obtaining such consultation and for strictly following the advice of my physician.



Waiver and Release of Liability

Express Assumption of Risk: I wish to engage in CF714 training and activities. I am aware that there are significant risks in all aspects of physical training, including, without limitation, falls; incidents that can result in serious injury or death; injury or death due to negligence on the part of myself, other class members, or other people around me; and injury or death due to improper use or failure of equipment. I knowingly and willingly assume full responsibility for the risks that I am exposing myself to and accept full responsibility for any injury that may result from participation in any CF714 activity, program recommended by CF714, or from working with CF714 trainers. By signing this form, I hereby certify that I am sufficiently physically fit to do Crossfit style training, have no physical impairments or illness that will endanger myself or others, and have unqualified approval from a physician to participate.



Release & Indemnification: In consideration of the above mentioned risks and hazards, and the fact that I am knowingly, willingly and voluntarily participating in the activities available at CF714 and as part payment for the services provided by CF714, I hereby release, hold harmless and indemnify Orange County Strength & Conditioning LLC, dba Crossfit 714 (CF714), its owners, members, customers, participants, managers, agents, trainers, employees, contractors, volunteers and or anyone acting on their direction or behalf (the "released parties") from any and all liability, claims demands, actions, or causes of action that may directly or indirectly relate to or otherwise arise out of my participation in any CF714 activity, class, training program recommended by CF714, or from working with CF714 trainers. I further agree to indemnify and hold harmless the released parties from liability for the injury or death of any person(s), including myself and damage to property that may result from my negligent or intentional act or omission while participating in activities offered by or at CF714.



<u>Medical Attention</u>: On behalf of myself and/or on behalf of the minor child for whom I have signed, I give full permission for any person connected with CF714 to administer first aid, and in case of serious illness or injury, to summon emergency medical care and to transport me or the child to a medical facility.



This agreement, including the Release and Indemnification provisions, shall be binding upon me, my successors, representatives, 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 to the maximum extent permitted by law and that it shall be construed liberally in favor of CF714. I have had the opportunity to have this document reviewed by counsel and agree that no interpretation of this agreement shall be made based on the identity of the party that drafted it. I have read and understood the above assumption of

risk and release of liability, and I understand that signing it obligates me to indemnify the parties named for any liability for injury or death of any person and damage to property caused by my negligent or intentional act or omission. I understand that by signing this form I am waiving valuable legal rights.

I understand that CrossFit714 may use images of me for promotional purposes from time to time. I also understand that the gym has cameras that record day and night.

Initial here:

I understand, in consideration, for continued access to the training facility identified herein as CrossFit 714, I do hereby acknowledge the significant risks associated with the physical training and programing at this facility. I acknowledge and attest to having fully and carefully read and reviewed this "RELEASE AND WAIVER" including all subparagraphs prior to engaging in any physical activity at this facility.

Initial here:

Rhabdomyolysis (hereinafter referred to as "Rhabdo") can occur when an individual's physical activity is so intense that muscular cells begin to breakdown and the contents and/or remaining materials enter the bloodstream. Rhabdo may be caused by many other systemic or environmental causes. However, Exertional Rhabdo can occur in athletes of all levels of fitness, resulting in muscle cell destruction. The skeletal muscle breakdown impairs kidney function as those organs are unable to handle increased enzymes that are released into the bloodstream. This induces severe physiological changes in the body. The symptoms of Rhabdo include muscle pain, stiffness and extreme weakness, darkening of the urine (similar to the color of tea or cola), decreased urine output, altered mental status, swelling of the body part involved, either with or without pain. A Rhabdo symptom is pain out of proportion to the amount of soreness that one would generally expect, often producing pain much quicker than one would expect after a workout.

Initial here:

I understand that any concerns on my part that I am experiencing any of the symptoms of Rhabdo require immediate presentation to a hospital for emergency treatment. I acknowledge that no third party, either from the facility or otherwise, will be capable of monitoring my urine output or color, and it is my responsibility to be continually cognizant of this symptom and all other symptoms and to monitor them in my own body at all times. I agree that I will remove myself from participation and seek medical treatment of my own accord should I have any concerns regarding possible symptoms of Rhabdo. I understand that statistically, individuals most likely to experience Rhabdo are those who are in good shape by general standards or who were previously in good physical shape. This includes individuals who were prior athletes. I acknowledge that often the more mentally tough an athlete is and the more athletic they were in the past or currently are, the greater the risk of exposure to Rhabdo.

Initial here:

I agree to monitor myself in a manner that is proportionate to the potential injury that can be occasioned by this condition. I acknowledge and understand that I am the only individual capable of determining if I am experiencing Rhabdo symptoms. I hereby agree and do willingly assume responsibility for any risks that I expose myself to and accept full responsibility for any injury or death that may result from participating in this significantly demanding physical activity. I for myself and on behalf of my heirs, assigns, personal representatives and/or next of kin, forever WAIVE, RELEASE, DISCHARGE and COVENANT NOT TO SUE Orange County Strength and Conditioning LLC., dba CrossFit 714 (CF714) and/or their officers, directors, representatives, partners, officials, principals, agents or employees, subsidiaries, or assigns, as well as their independent contractors.

Initial here:

There is a wealth of medical and popular information regarding the condition known as Rhabdomyolysis available on the internet. It is strongly recommended that you review and evaluate information from all sources available to you, including your physician, prior to executing this Release or participating in strenuous physical activity. This document was created by Morrow & Milberg, P.A., Plantation, Florida. Tel. (954) 316-1976.

Initial here:

I agree to these terms.

Sign your name below:

Please read the <u>Electronic Records and Signature Disclosure</u>

☐ agree to use electronic records and signatures