

ATHLETE WAIVER

Full Name

Email Address

Gender

Street Address

City

Province/Region

Zipcode

Country

Date of Birth

Assumption of Risk and Release of Liability and, Indemnity Agreement

By signing this document, I acknowledge and agree to the following Assumption of Risk and Release of Liability and, Indemnity Agreement (the "Agreement"), on behalf of myself, my heirs, executors, attorneys at law and personal representatives (the "Releasors"),

Initial here:

Informed Consent

I am aware that there are significant risks involved in all aspects of physical training. I understand that the reaction of the heart, lungs and vascular system to exercise cannot always be predicted with accuracy. I understand that there is a risk of certain abnormal changes occurring during or following exercise which may include abnormalities of blood pressure or heart rate; chest, arm or leg discomfort; transient light-headedness or fainting; and in rare instances, heart attack, stroke or even death. Excessive work can result - in rare cases - in exertional rhabdomyolysis. (Rhabdomyolysis is a breakdown of muscle fibers that leads to the release of muscle fiber contents, myoglobin, into the bloodstream. Myoglobin is harmful to the kidney and can cause kidney damage). I agree to look for signs of excessive soreness, darkened urine, and pain in the kidney areas in the days following a particularly intense workout. While this type of injury is relatively rare, it can occur due to a number of factors, including, but not limited to, genetic predisposition or dehydration, that may be beyond the control of my trainer/coach. I understand that the programs and classes offered by Validus Fitness are of a nature and kind that are extremely strenuous and can/may push me to the limits of my physical abilities. These risks include, but are not limited to: falls 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, or injury or death due to a medical condition, whether known or unknown by me. I am aware that any of these above mentioned risks may result in serious injury or death to myself and or my partner(s).

Initial here:

Assumption of Risk

I willingly assume full responsibility for any and all risks to person and property, including all loss, injury or damage that I am exposing myself to as a result of my participation in any Validus Fitness activity, event, class or physical fitness program, and accept full responsibility for any injury or death that may result from the use of the facilities, services, equipment, or premises of Validus Fitness. Such facilities may include, but are not limited to: exercise equipment, locker rooms, sidewalks, parking lots, lobby or lounge areas. Such risk of injury includes, but is not limited to, injuries arising from my participation in supervised or unsupervised activities at Validus Fitness, injuries and medical disorders, including but not limited to, death, heart attack, strokes, heat stress, sprains, broken bones, and torn muscles and ligaments, among others, from exercising or any recreational use of Validus Fitness facilities or while participating in any of Validus Fitness' programs, and accidental injuries occurring anywhere in or about Validus Fitness' premises or facilities, including its change rooms, showers and other facilities.

I hereby certify that I know of no medical problems that would increase my risk of illness and injury as a result of participation in a fitness program designed by Validus Fitness. With my full understanding of the above information, I agree to assume any and all risk associated with my participation in Validus Fitness programs/classes/events.

By signing this document, I acknowledge that I have voluntarily chosen to participate in a program of progressive, physical exercise. By signing this document, I acknowledge being informed of the strenuous nature of the program and the potential for unusual, but possible, physiological results including, but not limited to, abnormal blood pressure, fainting, heart attack, rhabdomyolysis or even death. (Rhabdomyolysis is a breakdown of muscle fibres that leads to the release of muscle fiber contents, myoglobin, into the bloodstream. Myoglobin is harmful to the kidney and can cause kidney damage.) By signing this document, I assume all risk for my health and well being and hold Validus Fitness, as well as its owners, employees, volunteers, and other authorized agents including independent contractors, harmless therefrom. I understand that questions about exercise procedure and recommendations are encouraged and welcomed. The decision to complete a prescribed exercise or training session belongs solely to me.

Initial here:

Waiver and Release of Liability:

I fully understand that my personal exercise program may be strenuous and I choose to participate voluntarily. I accept all responsibility for my health and any results, injury or mishaps that may affect my well-being or health in any way. In consideration of being permitted to enter and use the Validus Fitness facilities for any purpose, including, but not limited to, observation, services, events, physical fitness programs, competition, equipment, training, or participation in any way, I waive any and all claims for damages, actions, causes of action, expenses and other costs whatsoever against, and release Validus Fitness (as well as any of its owners, employees, volunteers or other authorized agents, including independent contractors) from any and all liability, claims and/or causes of action that I may have for physical or mental injuries or other damages, arising out of participation in any activity at Validus Fitness.

 **Indemnification:**

I recognize that there is risk involved in the types of activities offered by Validus Fitness. Therefore I accept full financial responsibility for any injury that I may cause either to myself or to any other participant whether caused by my own negligence or not. I hereby hold harmless and release and forever discharge Validus Fitness from all claims, demands, and causes of action which I, my heirs, representatives, executors, administrators, or any other persons acting on my behalf or on behalf of my estate. Should Validus 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 Validus Fitness, their principals, agents, employees, and volunteers from liability for the injury or death of any person(s) and damage to property occasioned by my negligence while I am participating in activities offered by Validus Fitness.

I acknowledge that the Agreement is intended to be as broad and as inclusive as permitted by law in the province of Ontario, and if any portion of the Agreement is held invalid, then it is agreed that the remainder of the Agreement shall continue in full force and effect.

This Assumption of Risk and Release of Liability and, Indemnity Agreement shall also extend to CrossFit® and CrossFit's officers, affiliates, directors, agents, staff, volunteers, suppliers, licensors, licensees and employees.

I acknowledge that I have fully read and fully understand the foregoing Assumption of Risk and Release of Liability, and Indemnification Agreement. I understand that by signing it obligates me to indemnify the parties named for any liability for injury or death of any person and damage to property and that I am signing it knowingly, voluntarily, and of my own free will.

I represent that I have the actual authority to, and do hereby enter into the Agreement on my behalf and as an authorized agent or parent or legal guardian for all of the Releasors.

I further acknowledge that Validus Fitness will, from time to time, take and post photos or videos of members on their website and social media pages. I always have the right to request that they remove a photo or video of me and they will take it down.

 **COVID RELATED WAIVER**

I acknowledge the contagious nature of the Coronavirus/COVID-19 and that the CDC and many other public health authorities still recommend practicing social distancing.



I further acknowledge that Validus Fitness has put in place preventative measures to reduce the spread of the Coronavirus/COVID-19.



I further acknowledge that Validus Fitness can not guarantee that I will not become infected with the Coronavirus/Covid-19. I understand that the risk of becoming exposed to and/or infected by the Coronavirus/COVID-19 may result from the actions, omissions, or negligence of myself and others, including, but not limited to, staff, and other clients and their families.



I voluntarily seek services provided by Validus Fitness and acknowledge that I am increasing my risk to exposure to the Coronavirus/COVID-19. I acknowledge that I must comply with all set procedures to reduce the spread while attending a fitness class.

Initial here:

I hereby release and agree to hold Validus Fitness harmless from, and waive on behalf of myself, my heirs, and any personal representatives any and all causes of action, claims, demands, damages, costs, expenses and compensation for damage or loss to myself and/or property that may be caused by any act, or failure to act of the gym, or that may otherwise arise in any way in connection with any services received from Validus Fitness. I understand that this release discharges Validus Fitness from any liability or claim that I, my heirs, or any personal representatives may have against the gym with respect to any bodily injury, illness, death, medical treatment, or property damage that may arise from, or in connection to, any services received from Validus Fitness. This liability waiver and release extends to the gym together with all owners, partners, and employees.

☐ I agree to these terms.

What are your top 1-3 goals you would like Validus help you achieve?

No answers to show...

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

No answers to show...

If yes, please explain...

Do you feel pain in your chest when you do physical activity? *

No answers to show...

If yes, please explain...

In the past six (6) months, have you had chest pain when you were not doing physical activity? *

No answers to show...

If yes, please explain...

Do you lose your balance because of dizziness or do you ever lose consciousness? *

No answers to show...

If yes, please explain...

Do you have a bone or joint problem (for example, neck, shoulder, back, knee or hip) that could be made worse by a change in your physical activity? *

No answers to show...

If yes, please explain...

Is your doctor currently prescribing drugs (for example, water pills) for your blood pressure, cholesterol or heart condition? *

No answers to show...

If yes, please explain...

Do you know of any other reason why you should not do physical activity? (i.e. asthma or allergies?) *

No answers to show...

If yes, please explain...

By clicking "Yes" to this statement, you confirm that you (or on behalf of the participant) are choosing to proceed or have been cleared for exercise. *

No answers to show...

Sign your name below:

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