

ATHLETE WAIVER RELEASE

Full Name

Email Address

Gender

Street Address

City

Province/Region

Zipcode

Country

Date of Birth

In consideration of the services of SAN FERNANDO FITNESS INC, its members, owners, officers, employees, agents, volunteers, participants, and all other persons or entities acting in any capacity on its behalf (hereinafter collectively referred to as SAN FERNANDO FITNESS INC, I hereby agree to release and discharge the SAN FERNANDO FITNESS INC, on behalf of myself, my children, my parents, my heirs, my assigns, my personal representatives, and my estate as follows:

Initial here:

1. ACKNOWLEDGEMENT AND ASSUMPTION OF RISK

A I hereby acknowledge, accept and agree that (specific the activities) AND THE USE OF THE SAN FERNANDO FITNESS INC.'s FACILITIES, PARTICIPATION IN THE CROSSFIT 90'S ACTIVITIES, AND/OR OBSERVATION OF SUCH ACTIVITIES ARE DANGEROUS AND INVOLVE RISKS. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEE or others, and assume full responsibility for my participation and use of any of the SAN FERNANDO FITNESS INC's services or facilities at its 211 S. Maclay Ave, San Fernando location, or at any other locations at which it might do business in the future, or at any off-site location – entails significant risks, both known and unknown, which could result in physical or emotional injury, paralysis, death, or damage to myself (or to the minor on whose behalf I am signing this waiver in the case that I am signing as parent or guardian), to property, or to third parties. Such risks include but are not limited to:

(a) The risk of injury from the activities involved in this program is significant, including potential for permanent paralysis, Rhabdomyolysis, and death, and while particular skills, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist;

(b) equipment failure;

(c) negligence of other participants, third parties, and the SAN FERNANDO FITNESS INC.

I further acknowledge that the above list does not identify all of the risks associated with crossfit or using the Crossfit 90 facilities and in no way limits the extent or reach of this agreement.

B. I acknowledge also that THERE ARE CERTAIN DANGERS ASSOCIATED WITH ACTIVITIES AT SAN FERNANDO FITNESS INC, including but not limited to the use of exercise equipment, or participation in group exercise classes, including but not limited to all of SAN FERNANDO FITNESS INC's programs, classes, and services.

C. I EXPRESSLY AGREE AND PROMISE TO ACCEPT AND ASSUME ALL OF THE RISKS EXISTING IN THESE ACTIVITIES, both known and unknown, whether caused or alleged to be caused by the ordinary (but not gross) negligent acts or omissions of the SAN FERNANDO FITNESS INC. My participation is purely voluntary, and I elect to participate in spite of the risks.

Initial here:

2. RELEASE AND INDEMNIFICATION

A I HEREBY VOLUNTARILY RELEASE, FOREVER DISCHARGE, AND AGREE TO INDEMNIFY AND HOLD HARMLESS THE SAN FERNANDO FITNESS INC from any and all claims, demands, or causes of action, which are in any way connected with my participation (or that of the minor on whose behalf I am signing this waiver in the case that I am signing as parent or guardian) in these activities or my (or the minor's) use of the SAN FERNANDO FITNESS INC. equipment or facilities, including any such claims which I, my children, my parents, my heirs, my assigns, my personal representatives, or my estate have or may have that allege ordinary negligent acts or omissions of SAN FERNANDO FITNESS INC. I UNDERSTAND THAT THIS RELEASE INCLUDES ALL CLAIMS AGAINST THE SAN FERNANDO FITNESS INC ARISING FROM ANY ALLEGED ORDINARY NEGLIGENCE, BUT DOES NOT INCLUDE CLAIMS BASED IN GROSS NEGLIGENCE.

B. I am aware of and specifically waive the provisions of California Civil Code Section 1714, which provides in pertinent part that: "[e]veryone is responsible, not only for the result of his or her willful acts, but also for an injury occasioned to another by his or her want of ordinary care or skill in the management of his or her property or person..."

C. Should SAN FERNANDO FITNESS INC. or anyone acting on its behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

D. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating in the activities, or else I agree to bear the costs of such injury or damage myself. I further certify that I have no medical or physical condition which could interfere with my safety while participating in these activities, or else I am willing to assume, and bear the costs of, all risks that may be created, directly or indirectly, by any such condition.

Initial here:

3. GOVERNING LAW, JURISDICTION, WAIVER OF JURY TRIAL, AND SEVERABILITY

A. I agree that the validity and enforceability of this Release of Liability and Assumption of Risk will be governed by the substantive law of California, without regard to its conflict of law rules.

B. In the event that I file a lawsuit against the SAN FERNANDO FITNESS INC, I agree to do so in the county of Los Angeles, State of California.

C. I agree that if any portion of this Release Waiver is held to be invalid, void, or unenforceable, the remaining portions shall nonetheless remain in full force and effect.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in these activities, I may be found by a court of law to have waived my rights to maintain a lawsuit against the SAN FERNANDO FITNESS INC for any claim that I released by signing this document.

Initial here:

PHOTO/VIDEO RELEASE

SAN FERNANDO FITNESS INC uses photographs and videos for projects that are promotional, advertising, commercial, educational, and/or archive in nature. As such, the studio collects on an ongoing basis individual and group photos of the students, and their families of SAN FERNANDO FITNESS INC. These photos are used for but not limited to the promotion of and opportunities within the studio. We ask for permission to use photo/video of you and/or your child in promotional material to promote SAN FERNANDO FITNESS INC and its activities. I, waive ownership of any photographic records taken by SAN FERNANDO FITNESS INC, or photographers contracted by SAN FERNANDO FITNESS INC and agree to permit them to use my image and/or my child's image, (in photographic, digital, or electronic format), for and in studio publications, posters, website, or other media, without limitation, and agree not to make any claim for misappropriation of personality, breach of privacy, or other loss or damages against SAN FERNANDO FITNESS INC in respect thereof.

Initial here:

I HAVE HAD SUFFICIENT OPPORTUNITY TO READ THIS ENTIRE DOCUMENT. I HAVE READ AND UNDERSTOOD IT, AND I AGREE TO BE BOUND BY ITS TERMS.

Initial here:

☐ I agree to these terms.

Do you have any physical or mental illness, problems, or injuries issues that we need to be aware of?

☐ Yes ☐ No

Please describe:

What health and fitness programs have you tried in the past?

☐ Yes ☐ No

Please describe:

Sign your name below:

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