## **ATHLETE WAIVER**

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

## RELEASE AND INDEMNIFICATION FORM

## We strongly recommend that all participants in our fitness training facility consult their physician prior to participation.

In consideration of 2558404 Ontario Inc. d.b.a. Auxiliary CrossFit (the "Trainer") agreeing to provide me with Crossfit training services, I, the undersigned, intending to be legally bound for myself, my heirs, executors, administrators, and assigns, do hereby waive, release, and forever discharge the landlord and owners of 213 Sterling Road, the Trainer and their officers, directors, employees, volunteers, contractors, agents, representatives, heirs, executors, administrators, successors, and assign, from all liabilities, actions, claims, demand, damages, costs, and expenses, which I may now or in the future have against them or any of them arising out of or in any way connected with my participation in Crossfit training in the gym location above-referenced or elsewhere including but not limited to all injuries including death that may be suffered by me. I understand that this waiver includes, but is not limited to any claims that are based on negligence or other action or inaction of the above named parties or any of them. In consideration of said training services, the undersigned indemnifies and holds harmless the Landlord, the Trainer, and their officers, directors, employees, volunteers, contractors, agents, representatives, heirs, executors, administrators, successors, and assigns against all liabilities, claims, damages, and expenses of every kind and nature which grow out of or are in any way connected with the aforesaid training or above-referenced gym location.

I understand and am aware that strength, flexibility, and aerobic exercise, including the use of equipment, are potentially hazardous activities. I also understand that fitness activities involve a risk of injury and even death, and I am voluntarily participating in these activities and using equipment and machinery with knowledge of the dangers involved. I hereby agree to expressly assume and accept any and all risks of injury or death.

I have read and understand this term:



I understand that I am not obligated to perform nor participate in any activity that I do not wish to do, and that it is my right to refuse such participation at any time during my training sessions. I understand that should I feel lightheaded, faint, dizzy, nauseated, or experience pain or discomfort, I am to stop the activity and inform my personal trainer.

I have read and understand this term:



I understand that during a training session, my trainer may have to use Touch Training to correct alignment and/or focus my concentration on a particular muscle area to be targeted. If I feel uncomfortable or experience any type of discomfort with Touch Training, I will immediately request that my trainer discontinue using this technique.

I have read and understand this term:



I understand that Auxiliary Crossfit may photograph and/or film their client events/sessions and I agree to allow them to use these pictures, films, and/or likenesses of me for promotional purposes. In the event I choose not to allow the use of the same for said purpose, I agree that I must inform Auxiliary Crossfit of this in writing.

I have read and understand this term:



I do hereby further declare myself to be physically sound and suffering from no condition, impairment, disease, infirmity, or other illness that would prevent my participation or use of equipment and machinery expect as hereinafter stated. I do hereby acknowledge that I have been informed of the need for a physician's approval for my participation in an exercise/fitness activity or in the use of exercise equipment and machinery. I also acknowledge that it has been recommended that I have a yearly or more frequent physical examination and consultation with my physician as to my physical activity, exercise, and use of exercise and training

equipment so I might have his/her recommendations concerning these fitness activities and equipment use. I acknowledge that I have either had a physical examination and have been given my physician's permission to participate, or that I have decided to participate in activity and use of equipment and machinery without the approval of my physician and do hereby assume all responsibility for my participation and activities, and utilization of equipment and machinery in my activities.

I have read and understand this term:

Initial here:

I agree to these terms.

Please describe any injuries, illnesses, or other exceptions to medical declaration:

Sign your name below:

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

☐ agree to use electronic records and signatures