## **CROSSFIT WAIVER**

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

I voluntarily agree to participate in one or more physical fitness program(s)/class(es) sponsored by Saratoga Springs CrossFit, which may include, but not necessarily be limited to, CrossFit Training, and/or strength training of any kind by any affiliate, subsidiary or partnership of Saratoga Springs CrossFit and/or employed trainers (hereinafter collectively referred to as Saratoga Springs CrossFit). Saratoga Springs CrossFit properly disclosed and made me fully aware that the fitness programs/classes which Saratoga Springs CrossFit offers and in which I desire to participate are of a nature and kind that are extremely strenuous and can/may push me to the limits of my physical abilities. I the undersigned recognize and understand that the programs/classes are not without varying degrees of risk; which may include, but are not limited to the following:

Injury to the musculoskeletal and/or cardio respiratory systems 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, injury or death due to falls/trips/drops or slips before, during and after physical activity, 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).

I willingly assume full responsibility for any and all risks that I am exposing myself and others to as a result of my participation in Saratoga Springs CrossFit programs/classes and accept full responsibility for any injury or death that may result from participation in any activity, class or physical fitness program. I hereby certify that I know of no medical problems that would increase my risk of illness, injury, or death as a result of participation in a fitness program designed by Saratoga Springs CrossFit. Saratoga Springs CrossFit informed me that there exists the possibility of adverse physical changes during an exercise program, and I fully understand the same. Saratoga Springs CrossFit informed me that these changes could include abnormal blood pressure, fainting, disorder of heart rhythm, stroke, and in very rare instances, heart attack or even death, and I fully understand the same. With my full understanding of the above information, I agree to assume any and all risk associated with my participation in Saratoga Springs CrossFit programs/classes.

Initial here:

## RELEASE:

In full consideration of the above mentioned risks and hazards and in full consideration of the fact that I am willingly and voluntarily participating in the activities made available by Saratoga Springs CrossFit , and with my full understanding of all of the above, I hereby indemnify, waive, release, remise and discharge Saratoga Springs CrossFit and its agents, officers, principals and employees and volunteers, of any and all liability, claims, demands, actions or rights of action, or damages of any kind related to, arising from, or in any way connected with, my participation in Saratoga Springs CrossFit fitness programs/classes, including those allegedly attributed to the negligent acts or omissions of the above-mentioned parties.

This Agreement 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.

If I am signing on behalf of a minor child, I also give full permission for any person connected with Saratoga Springs CrossFit to administer first aid deemed necessary, and in case of serious illness or injury, I give permission to call for medical and or 3 surgical care for the child and to transport the child to a medical facility deemed necessary for the well-being of the child.

Initial here:

Indemnification: I recognize that there is risk involved in the types of activities offered by Saratoga Springs CrossFit. Therefore, to the fullest extent allowed by law, I accept full financial responsibility for any injury that I, or the minor-child participant may cause either to him/herself or to any other participant due to his/her negligent, grossly negligent, or intentional conduct. Should the above-mentioned parties, 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 Saratoga Springs CrossFit, 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 Saratoga Springs CrossFit, or by the actions of an unregistered minor child that I bring or allow to be brought to Saratoga Springs CrossFit, as described above.

Use of picture(s)/film/likeness: I agree to allow Saratoga Springs CrossFit, its agents, officers, principals, employees and volunteers to use any picture(s), film and/or likeness of me while I am on the Saratoga Springs CrossFit premises or as part of an activity sponsored in whole or in part by Saratoga Springs CrossFit for advertising purposes. In the event I choose not to allow the use of the same for said purpose, I agree that I must inform Saratoga Springs CrossFit of this in writing prior to the publication of such media.
Initial here:
I have fully read and fully understand the foregoing assumption of risk, and release of liability and 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 caused by my negligent or intentional act or omission. I understand that by signing this form I am waiving valuable legal rights.
Initial here:
By indicating the name of a Minor Child Participant below, I acknowledge and agree that I am bound by this Agreement with respect to the actions of the minor child in connection with Agreement, which shall be imputed to me to the fullest extent allowed by law.
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