

## ATHLETE WAIVER

**Full Name**

**Email Address**

**Gender**

**Street Address**

**City**

**Province/Region**

**Zipcode**

**Country**

**Date of Birth**

Express assumption of risk:

I, the undersigned, am aware that there are significant risks involved in any physical training regimen. 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. Injury may also result simply from the fact of physical training itself. By its very nature, physical training seeks to have me push beyond my limits in order to produce a physical adaptation by my body. This requires feedback from me to my trainer regarding what is happening with my body. Excessive workouts can result (in rare cases) in rhabdomyolysis. I should look for signs of excessive soreness, darkened urine, and pain in the kidney areas on the days following a particularly intense workout. I am aware that any of these above mentioned risks might result in serious injury or death to myself and/or my partner(s). I willingly assume full responsibility for the risks that I am exposing myself to and accept full responsibility for any injury or death that may result from participation in any activity or class, from any instruction or supervision, or from the usage of any CollectiveFit facility or equipment whether said activity, class, or usage occurs while training at the CollectiveFit facility or at an offsite location. I, the undersigned, acknowledge that I have no physical impairments or illnesses that will endanger others or myself.

**Initial here:**

Release:

In consideration of the above mentioned risks and hazards and in consideration of the fact that I am willingly and voluntarily participating in these activities and classes, and in the usage of the CollectiveFit facility and equipment, I, the undersigned hereby release CollectiveFit, their principals, agents, employees, and volunteers from any and all liability, claims, demands, actions or rights of action which are related to, arise out of, or are in any way connected with my participation in these activities, classes, training, equipment usage, or facility usage, including those allegedly attributed to the negligent acts or omissions of the above mentioned parties, whether or not the injuries are related to fitness activities and whether or not they occur at the CollectiveFit facility or at an offsite location. 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.

**Initial here:**

If I am signing on behalf of a minor child, I also give full permission for any person connected with CollectiveFit to administer any first aid deemed necessary, and in case of serious illness or injury, I give permission to call for medical and or surgical care for the child and to transport that child to a medical facility deemed necessary for the well being of the child. I further agree to reimburse CollectiveFit for any expense or cost it has incurred in rendering any first aid and/or procuring any medical and/or surgical care for that child.

**Initial here:**

Indemnification:

The participant recognizes that there is risk involved in the types of activities, classes, and usage of the equipment offered by CollectiveFit. Therefore the participant accepts financial responsibility for any injury that the participant may cause either to him/herself or to any other participant due to his/her negligence. 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 CollectiveFit, 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 CollectiveFit.

**Initial here:**

I hereby grant CollectiveFit and its agents the irrevocable and unrestricted right to use, reproduce and publish photographs, video or film of me, including my image and likeness as depicted therein, for use in their publications of any kind including but not limited to their website and advertising and marketing materials. I hereby release CollectiveFit and any legitimately related entities from any and all claims, actions and liability relating to the use of said photographs or videos. This waiver and release of liability shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law. I have read and understood 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 or 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. Further, I am aware of the legal consequences of this agreement, including that it prevents me from suing CollectiveFit, their principals, agents, employees and volunteers if I am injured or damaged for any reason as a result of participation in their activities, classes, personal training, or usage of their equipment or facilities, whether at the CollectiveFit facility or at an offsite location.

Initial here:

IF THE PARTICIPANT IS A MINOR, his or her custodial parent or guardian, must read and execute this agreement.

Initial here:

☐ I agree to these terms.

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

☐ Yes ☐ No

**please explain**

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

☐ Yes ☐ No

**3. In the past month, have you had chest pain when you were not doing physical activity? \***

☐ Yes ☐ No

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

☐ Yes ☐ No

**5. 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 \***

☐ Yes ☐ No

**please explain**

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6. Is your doctor currently prescribing drugs for your blood pressure, cholesterol or heart condition? \*

☐ Yes ☐ No

7. Do you know any other reason why you should not do physical activity? \*

☐ Yes ☐ No

please explain

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If you have answered YES to one or more of these questions, please consult your Doctor before beginning any physical activity.

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Sign your name below:

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