

# 2023 CROSSFIT WAIVER

**Full Name**

**Email Address**

**Gender**

**Street Address**

**City**

**Province/Region**

**Zipcode**

**Country**

**Date of Birth**

GUARDIAN FITNESS LLC

d/b/a VERDANT CROSSFIT

d/b/a VERDANT CROSSFIT NORTH

528 S AMERICANA BLVD

BOISE, ID 83702

208-639-0740

WAIVER OF LIABILITY

**BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT**

**PLEASE READ CAREFULLY!**

GUARDIAN FITNESS LLC, D/B/A VERDANT CROSSFIT, D/B/A VERDANT CROSSFIT NORTH STRONGLY RECOMMENDS THAT YOU CLEAR YOUR PARTICIPATION IN ANY PROGRAM WITH YOUR PHYSICIAN. THE PROTOCOLS OF THIS PROGRAM WILL INVOLVE YOU IN RELATIVELY HIGH INTENSITY WORKOUTS OR INTENSE BODYWORK AND IT IS IMPORTANT YOU UNDERSTAND THE FOLLOWING:

**ACKNOWLEDGEMENT OF DANGER:** I will be participating in physical training sessions (1-on-1, semi private, and/or group training) and nutrition counseling at GUARDIAN FITNESS LLC, D/B/A VERDANT CROSSFIT, D/B/A VERDANT CROSSFIT NORTH (collectively known as "Services"). I am fully aware that these Services are of a nature and kind that are extremely strenuous. I recognize and understand these Services 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, or injury or death due to a medical condition, whether known or unknown by me.

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**ACCEPTANCE OF RESPONSIBILITY:** I willingly assume full responsibility for any and all risks that I am exposing myself to as a result of my participation in any Services in this fitness facility and training program and accept full responsibility for any injury or death that may result from my participation.

**ASSUMPTION OF RISK:** 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 any Services offered by, or designed by, GUARDIAN FITNESS LLC, D/B/A VERDANT CROSSFIT, D/B/A VERDANT CROSSFIT NORTH. I understand there exists the possibility of adverse physical changes during participation in any and all Services. I fully understand that these changes could include abnormal blood pressure, fainting, disorder of heart rhythm, stroke, and in very rare instances, heart attack or even death. I understand that certain prescribed medications may exacerbate these physiological changes and create an even greater risk of physical damage or death. I VOLUNTARILY AND FREELY ASSUME ALL RISKS AND DANGERS THAT MAY OCCUR PURSUANT TO MY USE OF AND PARTICIPATION OF ACTIVITIES ON THE PREMISES, INCLUDING THE RISK OF INJURY, DEATH, OR PROPERTY DAMAGE.

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**LIKENESS RELEASE:** Use of picture(s)/film/likeness: I agree to allow GUARDIAN FITNESS LLC, D/B/A VERDANT CROSSFIT, D/B/A VERDANT CROSSFIT NORTH, and its owners, agents, officers, principals, employees, independent contractors and volunteers to use the picture(s), film and/or likeness of me 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 GUARDIAN FITNESS LLC, D/B/A VERDANT CROSSFIT, D/B/A VERDANT CROSSFIT NORTH of this in writing.

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**CLOSED-CIRCUIT VIDEO SURVEILLANCE:** I recognize the need for closed-circuit video surveillance on and about Premises for security and productivity purposes. I recognize and agree that it is a condition of participation at GUARDIAN FITNESS LLC, D/B/A VERDANT CROSSFIT, D/B/A VERDANT CROSSFIT NORTH that I freely execute and agree to this closed-circuit video surveillance, included being personally recorded pursuant to said closed-circuit video surveillance. I agree that GUARDIAN FITNESS LLC, D/B/A VERDANT CROSSFIT, D/B/A VERDANT CROSSFIT NORTH, and its owners, agents, officers, principals, employees, independent contractors and volunteers may use any taping of my image, voice or appearance at any time pursuant to said closed-circuit video surveillance at its discretion in the ordinary course of its operations. I agree to indemnify and save harmless GUARDIAN FITNESS LLC, D/B/A VERDANT CROSSFIT, D/B/A VERDANT CROSSFIT NORTH, and its owners, agents, officers, principals, employees, independent contractors, volunteers, its agents, successors, and assigns, from any and all claims and liability for damages, losses or expenses of any sort arising from the making of such recordings of me and their lawful and appropriate use. I further acknowledge that GUARDIAN FITNESS LLC, D/B/A VERDANT CROSSFIT, D/B/A VERDANT CROSSFIT NORTH exclusively owns all rights to these recordings regardless of the form in which they are produced or used.

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**CHILD OF PARTICIPANT:** I willingly assume full responsibility for any and all risks that I am exposing my child/children to as a result of bringing him/her/them with me to this fitness facility and Services and accept full responsibility for any injury or death that may result to them from their presence and/or unauthorized/unsupervised action and activity.

I hereby certify that I know of no medical problems that would increase his/her/their risk of illness, injury, or death as a result of his/her/their presence in the fitness facility. I willingly assume full responsibility of supervision of my child/children during my entire time at GUARDIAN FITNESS LLC, D/B/A VERDANT CROSSFIT, D/B/A VERDANT CROSSFIT NORTH

With my full understanding of the above information, I agree to assume any and all risks to my child/children associated with my participation in any and all Services at this fitness facility.

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**PETS AND OTHER ANIMALS:** I understand that GUARDIAN FITNESS LLC, D/B/A VERDANT CROSSFIT, D/B/A VERDANT CROSSFIT NORTH prohibits me from bringing my dog or other animal to fitness facility at any time for any reason.

I, the undersigned, do hereby indemnify, defend, and hold harmless GUARDIAN FITNESS LLC, D/B/A VERDANT CROSSFIT, D/B/A VERDANT CROSSFIT NORTH, its owners, agents, officers, principals, employees, independent contractors and volunteers, or any other person associated with GUARDIAN FITNESS LLC, D/B/A VERDANT CROSSFIT, D/B/A VERDANT CROSSFIT NORTH who might be claimed to be liable, whether or not herein named, of any and all liability, claims, demands,

action or rights of actions, loss, expense, attorneys' fees, costs, judgments, or damages of any kind related to, arising from, or in any way connected with, any and all injuries and damages of any and every kind, to both person and property, and also any and all injuries and damages that may develop in the future, as a result of or in any way relating to any dog or other animal that I bring to GUARDIAN FITNESS LLC, D/B/A VERDANT CROSSFIT, D/B/A VERDANT CROSSFIT NORTH.

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**SERVICE ANIMAL:** I understand that only certified service animals are permitted at GUARDIAN FITNESS LLC, D/B/A VERDANT CROSSFIT, D/B/A VERDANT CROSSFIT NORTH. A "certified service animal" is defined as the following: a hearing animal, guide animal, assistance animal, seizure alert animal, mobility animal, psychiatric service animal, or autism service animal.

Certified service animals must comply with all licensing, vaccination, behavior and conduct requirements. I understand that I am required to notify GUARDIAN FITNESS LLC, D/B/A VERDANT CROSSFIT, D/B/A VERDANT CROSSFIT NORTH prior to bringing my service animal with me to the fitness facility. I shall be strictly liable for any damage or injury to any person or property caused by such animal. I will indemnify, defend, and hold harmless GUARDIAN FITNESS LLC, D/B/A VERDANT CROSSFIT, D/B/A VERDANT CROSSFIT NORTH, and its owners, agents, officers, principals, employees, independent contractors and volunteers for any damages, loss, expenses, attorneys' fees, costs, judgments or liability which might accrue as the case may be, because of the presence of such animal in the fitness facility, regardless of whether the animal's presence is permitted.

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**WAIVER:** 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 Services made available by GUARDIAN FITNESS LLC, D/B/A VERDANT CROSSFIT, D/B/A VERDANT CROSSFIT NORTH, and with my full understanding of all of the above, I hereby waive, release, remise and discharge GUARDIAN FITNESS LLC, D/B/A VERDANT CROSSFIT, D/B/A VERDANT CROSSFIT NORTH, and its owners, agents, officers, principals, employees, independent contractors and volunteers, of any and all liability, claims, demands, action or rights of actions, or damages of any kind related to, arising from, or in any way connected with, my participation in the offered Services at GUARDIAN FITNESS LLC, D/B/A VERDANT CROSSFIT, D/B/A VERDANT CROSSFIT NORTH.

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**COVENANT NOT TO SUE:** I agree, for myself and all my heirs, not to sue the Released Parties or initiate or assist in the prosecution of any claim for damages or cause of action against the Released Parties which I or my heirs may have as a result of any personal injury, death or property damage I may sustain while on or using the Premises.

If a parent or guardians is signing on behalf of me as a minor child, he/she is giving permission to administer the necessary first aid, and in case of serious illness or injury, he/she is giving permission to call for medical and or surgical care for the child and to transport the child to a medical facility deemed necessary for the well-being of the child.

**INDEMNIFICATION:** I recognize there is risk involved in the types of Services offered at GUARDIAN FITNESS LLC, D/B/A VERDANT CROSSFIT, D/B/A VERDANT CROSSFIT NORTH. Therefore, I accept financial responsibility for any injury or death that I, or 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 reasonable attorney's fees or costs to enforce this agreement, I agree to reimburse them for such fees and costs. I further agree to indemnify and hold harmless GUARDIAN FITNESS LLC, D/B/A VERDANT CROSSFIT, D/B/A VERDANT CROSSFIT NORTH, and its owners, agents, officers, principals, employees, independent contractors and volunteers from liability for the injury or death of any person(s) and damage to property that may result from my negligent or act or omission while participating in any and all Services offered at GUARDIAN FITNESS LLC, D/B/A VERDANT CROSSFIT, D/B/A VERDANT CROSSFIT NORTH.

**HOLD HARMLESS:** I further agree to indemnify, save and hold GUARDIAN FITNESS LLC, D/B/A VERDANT CROSSFIT, D/B/A VERDANT CROSSFIT NORTH harmless

from any loss, liability, attorneys' fees, damage, or costs that it may incur arising out of or related to my child/children being in the fitness facility whether caused by the negligence of GUARDIAN FITNESS LLC, D/B/A VERDANT CROSSFIT, D/B/A VERDANT CROSSFIT NORTH or otherwise.

**GOVERNING LAW AND VENUE:** This Release and Waiver of Liability agreement will be governed by and interpreted in accordance with the laws of the State of Idaho, without giving effect to the principles of conflicts of law. I agree that any action arising out of this Release and Waiver of Liability agreement must be brought exclusively in Idaho, Ada County.

**PARENTAL CONSENT:** (if applicable) I, the undersigned parent or legal guardian of the minor child, have read the above and understood the foregoing assumption of risk, and release of liability, and agree to its terms on behalf of my child and myself. I understand that by signing below, I am giving up substantial rights on behalf of my child and myself.

**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. I have been provided an opportunity to ask an attorney questions regarding this form and any fitness related program, as well as questions for clarity. By signing, I am verifying that I have received adequate and sufficient answers to all of my questions.**

**Initial here:**

I agree to these terms.

**Sign your name below:**

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