

ACCOLADE/COMMONWEALTH MEMBER WAIVER

Full Name

Email Address

Gender

Street Address

City

Province/Region

Zipcode

Country

Date of Birth

Overview - Express Assumption of Risk and Release of Liability and Indemnity

Agreement:

This waiver agreement is between Accolade Athletics Inc. dba CrossFit Accolade and dba Commonwealth CrossFit (the "AFFILIATE") and myself. I understand that any recreational activities and exercise programs that I undertake at the AFFILIATE may expose me to the risk of personal injury. I agree that it is solely my responsibility and not the responsibility of the AFFILIATE to require me to consult with a physician prior to commencing any such programs, to remain under medical supervision if that is indicated, and to seek medical assistance in the event of an injury. I recognize that the use of the exercise equipment and other facilities provided by the AFFILIATE entail some risk of an injury to myself and to others and I agree that I will use such equipment and facilities with due care.

I hereby release the AFFILIATE and its owners, officers, employees, agents, licensees, consultants, independent contractors and affiliates from any liability from property damage, personal injuries or other claims arising from or in connection with my participation in any exercise program in or around The AFFILIATE's facility. I understand the AFFILIATE and its staff are not responsible for my personal property left on, or stolen from, our premises or parking area.

I understand that the AFFILIATE may from time to time photograph, video record or otherwise document workouts and activities in which I participate in or around the the AFFILIATE facility for use on websites and social media, as well for internal and business (e.g. newsletters) use. I hereby grant Accolade Athletics Inc. dba the AFFILIATE and assign an irrevocable right, title and license to use, simulate, and impersonate my name, likeness, voice, appearance, performance and/or biographical information, in connection with the uses described above. Such rights are without limitation in number of occurrences or type of media, whether now, existing or hereafter created for a period of without limitation.

Details - Express Assumption of Risk and Release of Liability and Indemnity Agreement

1. In consideration of being allowed to participate I/Releasor, the Member, agree and acknowledge that I am fully aware that participation in the Activity/programs/classes may involve risks and I accept all the risks of participating, even if the risks are created by the carelessness, negligence or gross negligence of a Released Party (as defined below) or anyone else.
2. "Claims" includes but is not limited to any and all liabilities, claims, demands, legal actions, rights of actions for damages, personal injury or death in connection with participation in the Activity/Class. "Released Party" means the AFFILIATE and all of the affiliates, franchisees and their respective representatives, directors, officers, agents, employees and volunteer staff.
3. I agree and acknowledge that: (a) I am in proper physical condition to participate in the Activity, and am aware that participation could, in some circumstances, result in physical injury, serious physical injury or death; (b) I understand my physical limitations and am sufficiently self-aware to stop physical activity before I become ill or injured; and (c) I am aware that if the Activity occurs outdoors, the streets adjoining the area of the Activity are open to regular vehicular traffic during the Activity and I will obey all traffic laws and regulations.
4. I hereby, for myself and for my heirs, next of kin, executors, administrators and assigns, fully release, waive and forever discharge any and all rights or Claims I may have, now or in the future, against any Released Party, even if the Claims are based on the carelessness, negligence or gross negligence of a Released Party or anyone else. Without limiting the foregoing, I further release any recourse, which I may now or hereafter have resulting from any decision of any Released Party.
5. I agree not to sue any Released Party for Claims, even if the Claims arise from the carelessness, negligence or gross negligence of any Released Party or anyone else. I agree to indemnify (reimburse for any loss) and hold harmless each Released Party from any loss or liability (including any reasonable legal fees they may incur) defending any Claim made by me or anyone making a Claim on my behalf, even if the Claim is alleged to or did result from the carelessness or negligence of any Released Party or anyone else.
6. I am aware that it is advisable to consult a physician prior to participating in the Activity. If I have consulted a physician, I have taken the physician's advice.
7. I am aware that there is no obligation for any person to provide me with medical care during the Activity. I understand and acknowledge that: (a) there may be no aid stations available for the Activity; and (b) If medical care is rendered to me, I consent to that care if I am unable to give my consent for any reason at the time the care is rendered.
8. I grant my permission to the Released Party and any transferee or licensee or any of them, to utilize any photographs, motion pictures, videotapes, recordings and other references or records of the Activity which may depict, record or refer to me for any purpose ("Images"), including commercial use by the released parties, their sponsors and their licensees. This permission is for use anywhere in the world and on the Internet and for an unlimited period of time. I understand and agree that I

will not be compensated or receive additional consideration for consenting to the use of the Images and that I will not be given a chance to receive, inspect or approve the promotional or marketing material, messages and/or content that may use the Images. I hereby release the Released Party including, without limitation, all persons who took or otherwise created, recorded or modified the Images, from any and all claims, actions, damages, interest, costs, expense and compensation of whatsoever kind and howsoever arising, whether known or unknown, and which I now have or at any time hereafter can, shall or may have in connection with, or in any way resulting or arising from, the Images and the creation, use or disposition of them.

9. I acknowledge and agree that the Released Party shall own all right, title and interest, throughout the world, in and to the Images and any materials comprising all or any part of the Images, and that the Released Party has the unrestricted right to use, license, sell, transfer or otherwise dispose of any or all of them, as well as the Released Party's rights under this Release and Waiver, in any manner whatsoever and without any accountability to me. I hereby assign to the Released Party all right, title and interest, throughout the world, I may have in and to the Images and any materials comprising all or any part of the Images, including all intellectual property rights thereto. I hereby irrevocably waive any and all of my moral rights and any other irrevocable rights I may have, throughout the world, in or to the Images and any materials comprising all or part of the Images.

10. If any provision of this agreement shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions.

11. All participants must be at least 18 years of age unless they have parental or guardian approval. If I am signing on behalf of a minor child, I also give full permission for any person connected with the AFFILIATE to administer 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 the child to a medical facility deemed necessary for the well being of the child. 1

2. You must be a member in good standing to be on the workout floor.

13. All members, guests and visitors must sign in with the front desk staff/ coach/ Votify station before entering the workout floor.

14. The AFFILIATE memberships are non-transferrable, non-assignable, and non-saleable. Any such attempted transfer, assignment or sale is void and will not be honored by Accolade Athletics Inc. dba the AFFILIATE.

15. The AFFILIATE and its staff are not responsible for personal property left on, or stolen from, the premises or parking lot.

16. Parking is available only during the duration of your workout. The AFFILIATE is not responsible for theft or damage to personal property or any other injury while parked at the facility.

17. Abuse of the AFFILIATE's equipment or fixtures, fighting, threatening or disrespectful behavior toward our staff or members are grounds for immediate membership suspension and/or termination.

18. Termination with/without cause: The AFFILIATE may, at its option, terminate Member's membership if (1) Member fails to make timely payments under any payment plan, (2) Member fails to follow the the AFFILIATE rules and regulations or this Agreement, or (3) Member's conduct is improper or harmful to the best interests of the AFFILIATE, its staff and its members. Termination for cause is effective on the date that the AFFILIATE mails a written notice to the Member's last known address. The AFFILIATE reserves the right to terminate any membership for any reason not identified in this agreement and that is not prohibited by law. If the AFFILIATE terminates a membership under this provision, the AFFILIATE will mail written notice to the Responsible Party/Participant and refund any unused prepaid dues.

19. The AFFILIATE reserves the right to refuse entry or membership to anyone.

20. This agreement constitutes the entire and exclusive agreement between the parties and cancels and supersedes prior promises, representations, understandings and/or agreements between the parties. This agreement may be modified only by an instrument in writing signed by all parties.

21.

 

I have fully read and understand the foregoing release and waiver. I am aware that by signing this release and waiver, I am waiving certain legal rights I or my heirs, next of kin, executors, administrators and assigns may have against the Released Party. BY SIGNING BELOW, Participant accepts and agrees to the terms and provisions contained in this agreement.

☐ I agree to these terms.

Please tell us about any injuries or limitations that we should be aware of.

Sign your name below:

Please read the [Electronic Records and Signature Disclosure](#)

☐ I agree to use electronic records and signatures