CFWL WAIVER

Full Name

Email Address

Gender

Street Address

City

Province/Region

Zipcode

Country

Date of Birth

WAIVER & RELEASE AND ASSUMPTION OF RISK

1. I am physically capable of participating in exercise and other programming provided by CrossFit Warrior Legion and its Coaches. I understand that physical exercise, including CrossFit classes, can be strenuous and I am subject to risk of serious injury and possibly death. I understand that it is my obligation and discretion to consult a medical doctor before beginning any exercise program.

2. I agree that if I engage in any physical activity or use CrossFit Warrior Legion amenity on or off premises, including any sponsored CrossFit Warrior Legion event, I do so ENTIRELY AT MY OWN RISK. Any recommendations for changes in diet, including the use of food supplements and/or weight reduction products are entirely my responsibility and I will consult a physician prior to undergoing any dietary or food supplement changes.

3. I agree that CrossFit Warrior Legion are also not responsible for any loss of or damage to, personal property.

Initial here:

4. I understand that the exercises provided by CrossFit Warrior Legion may be extremely demanding and I take full responsibility for knowing, monitoring and acting within my abilities and learning and incorporating any modifications or adaptations necessary to proceed with such activities in a safe and appropriate manner.

5. I understand that in undertaking CrossFit exercises, there is a risk of rhabdomyolysis ("rhabdo"). There are several causes and types of rhabdo, classified by the underlying cause of muscle breakdown, and there is a risk in CrossFit of suffering from exertion rhabdomyolysis.

6. I agree that CrossFit Warrior Legion its directors, officers, members, employees, and contractors shall not be liable or responsible for any injuries to me which may occur as a result of: (a) my use of all amenities and equipment provided by CrossFit Warrior Legion and my participation in any activity, class, program or instruction, (b) the sudden and unforeseen malfunctioning of any equipment, (c) CrossFit Warrior Legion are instruction, training, supervision or dietary recommendations, (d) my slipping and/or falling while in the facility, or on CrossFit Warrior Legion premises, including adjacent sidewalk, driveway and street areas and (e) any collisions with any other members or vehicles of any kind while visiting or exercising at CrossFit Warrior Legion.

7. I understand that CrossFit Warrior Legion does NOT have a childcare program, nor does CrossFit Warrior Legion provide for the safety and care of children. I agree that I am responsible for insuring the safety, care and protection of any children under my care, should they be present with me on CrossFit Warrior Legion premises, including adjacent sidewalk and driveway areas.

8. I expressly agree that this release shall be binding upon my heirs, executors, administrators and assigns.

9. **Any modification or changes to your membership status must be addressed in writing 15 days prior to payment. **Please know any unpaid invoices are subject to a $25 fee and possible suspension of Wodify. Any athlete making cash payments will be charged a $25 service fee in addition to their monthly membership fee.**

By signing this Waiver & Release, I acknowledge that I have read this release and understand all of its terms. I execute it voluntarily and with full knowledge of its significance.

In consideration for continued access to the training facility identified as CrossFit Warrior Legion, I do hereby acknowledge the significant risks associated with the physical training and programming at this facility. I acknowledge and attest to having fully and carefully read and reviewed this "RELEASE AND WAIVER" including all subparagraph prior to engaging in any physical activity at this facility.

Rhabdomyolysis (hereinafter referred to as "Rhabdo") can occur when an individual's physical activity is so intense that muscular cells begin to breakdown and the contents and/or remaining materials enter the bloodstream. Rhabdo may be caused by many other systemic or environmental causes. However, Exertional Rhabdo can occur in athletes of ***all*** levels of fitness, resulting in muscle cell destruction. The skeletal muscle breakdown impairs kidney function as those organs are unable to handle increased enzymes that are released into the bloodstream. This induces severe physiological changes in the body. The symptoms of Rhabdo include muscle pain, stiffness and extreme weakness, darkening of the urine (similar to the color of tea or cola), decreased urine output, altered mental status, swelling of the body part involved, either with or without pain. A Rhabdo symptom is pain out of proportion to the amount of soreness that one would generally

expect, often producing pain much quicker than one would expect after a workout.

I understand that any concerns on my part that I am experiencing any of the symptoms of Rhabdo require immediate presentation to a hospital for emergency treatment. I acknowledge that no third party, either from the facility or otherwise, will be capable of monitoring my urine output or color, and it is my responsibility to be continually cognizant of this symptom and all other symptoms and to monitor them in my own body at all times. I agree that I will remove myself from participation and seek medical treatment of my own accord should I have any concerns regarding possible symptoms of Rhabdo. I understand that statistically individuals most likely to experience Rhabdo are those who are in good shape by general standards or who were previously in good physical shape. This includes individuals who were prior athletes. I acknowledge that often the more mentally tough an athlete is and the more athletic they were in the past or currently are, the greater the risk of exposure to Rhabdo.

I agree to monitor myself in a manner that is proportionate to the potential injury that can be occasioned by this condition. I acknowledge and understand that I am the only individual capable of determining if I am experiencing Rhabdo symptoms. I hereby agree and do willingly assume responsibility for any risks that I expose myself to and accept full responsibility for any injury or death that may result from participating in this significantly demanding physical activity. I for myself and on behalf of my heirs, assigns, personal representatives and/or next of kin, forever WAIVE, RELEASE, DISCHARGE and COVENANT NOT TO SUE, CrossFit Warrior Legion and/or their officers, directors, representatives, partners, officials, principals, agents or employees, subsidiaries, or assigns, as well as their independent contractors.

There is a wealth of medical and popular information regarding the condition known as Rhabdomyolysis available on the internet. It is strongly recommended that you review and evaluate information from all sources available to you, including your physician, prior to executing this Release or participating in strenuous physical activity.

Membership Cancellation Policy - we will allow you to cancel your contract for any reason for the fee of the discount you received for signing it; plus $50 cancellation fee. Service Personnel rates revert to the year commitment rates ($130 mo) for cancellation fees. ** Example below

Refund Policy - all membership purchases are final. We absolutely do not give refunds if you do not use your membership. Members who choose to pay in advance will not be issued a refund upon cancellation of membership.

Freeze Policy - members may put their membership on freeze, once per calendar year, for up to 30 days for a fee of $25. Please be advised that your Wodify will be de-activated during this freeze.

Late Payment/ Declined Credit Card Fees

Declined credit/debit card fee of $25 will be charged on any payment past due.

Any request for membership changes must be made (15 days in advance) in writing, via email info@crossfitwarriorlegion.com or terri@crossfitwarriorlegion.com or letter in mailbox, with your requested termination date and a confirmation that you understand that you will be charged the cancellation fee.

** We will allow you to cancel your contract for any reason for the fee of the discount you received for signing it (e.g. if you use 6 months of a 12-month contract, you'll be able to break it for $170 — $50 cancellation fee plus the 6x$20 fee you saved by signing the contract.)

COVID WAIVER

I acknowledge the contagious nature of the Coronavirus/COVID-19 and that the CDC and many other public health authorities still recommend practicing social distancing.

I further acknowledge that CrossFit Warrior Legion, EDM Sport & Fitness, CrossFit Impervious and Cila & Sweeney Enterprise has put in place preventative measures to reduce the spread of the Coronavirus/COVID-19.

I further acknowledge that CrossFit Warrior Legion, EDM Sport & Fitness, CrossFit Impervious and Cila & Sweeney Enterprise **can not** guarantee that I will not become infected with the Coronavirus/Covid-19. I understand that the risk of becoming exposed to and/or infected by the Coronavirus/COVID-19 may result from the actions, omissions, or negligence of myself and others, including, but not limited to, gym staff, and other gym athletes and their families.

I voluntarily seek services provided by CrossFit Warrior Legion, EDM Sport & Fitness, CrossFit Impervious and Cila & Sweeney Enterprise and acknowledge that I am increasing my risk to exposure to the Coronavirus/COVID-19. I acknowledge that I must comply with all set procedures to reduce the spread while attending classes or open gym.

I attest that:

* I am not experiencing any symptom of illness such as cough, shortness of breath or difficulty breathing, fever, chills, repeated shaking with chills, muscle pain, headache, sore throat, or new loss of taste or smell.

* I have not traveled internationally within the last 14 days.

* I have not traveled to a highly impacted area within the United States of America in the last 14 days.

* I do not believe I have been exposed to someone with a suspected and/or confirmed case of the Coronavirus/COVID-19.

* I have not been diagnosed with Coronavirus/Covid-19 and not yet cleared as non contagious by state or local public health authorities.

* I am following all CDC recommended guidelines as much as possible and limiting my exposure to the Coronavirus/COVID-19.

I hereby release and agree to hold CrossFit Warrior Legion, EDM Sport & Fitness, CrossFit Impervious and Cila & Sweeney Enterprise harmless from, and waive on behalf of myself, my heirs, and any personal representatives any and all causes of action, claims, demands, damages, costs, expenses and compensation for damage or loss to myself and/or property that may be caused by any act, or failure to act of the gym or that may otherwise arise in any way in connection with any services received from CrossFit Warrior Legion, EDM Sport & Fitness, CrossFit Impervious and Cila & Sweeney Enterprise. I understand that this release discharges CrossFit Warrior Legion, EDM Sport & Fitness, CrossFit Impervious and Cila & Sweeney Enterprise from any liability or claim that I, my heirs, or any personal representatives may have against the gym with respect to any bodily injury, illness, death, medical treatment, or property damage that may arise from, or in connection to, any services received from CrossFit Warrior Legion, EDM Sport & Fitness, CrossFit Impervious and Cila & Sweeney Enterprise. This liability waiver and release extends to the gym together with all owners, partners, and employees.

Initial here:

☐ I agree to these terms.

Are there any health issues you would like to discuss?

Sign your name below:

Please read the Electronic Records and Signature Disclosure

☐ I agree to use electronic records and signatures