ATHLETE WAIVER

Full Name

Email Address

Gender

Street Address

City

Province/Region

Zipcode

Country

Date of Birth

IN MOTION INDUSTRIES LLC DBA CROSSFIT ALINEA

INFORMED CONSENT/ASSUMPTION OF RISK

I agree to participate in one or more physical fitness program(s)/class(es) sponsored by In Motion Industries LLC., which may include, but not necessarily be limited to, Cross Fit Training, and/or training of any kind by any affiliate, subsidiary or partnership of In Motion Industries LLC. In Motion Industries LLC has made me fully aware that the fitness programs/classes which In Motion Industries 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, 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).

Initial here:

I willingly assume full responsibility for any and all risks that I am exposing myself to as a result of my participation in In Motion Industries LLC's 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 and injury as a result of participation in a fitness program designed by In Motion Industries. In Motion Industries LLC informed me that there exists the possibility of adverse physical changes during an exercise program, and I fully understand the same. In Motion Industries LLC 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 In Motion Industries fitness 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 In Motion Industries LLC, and with my full understanding of all of the above, I hereby waive, release, remise and discharge In Motion Industries LLC 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 In Motion Industries LLC 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 In Motion Industries LLC 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.

Initial here:

Indemnification: I recognize that there is risk involved in the types of activities offered by In Motion Industries LLC. Therefore I accept financial responsibility for any injury 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 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 In Motion Industries LLC, 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 In Motion Industries LLC.

Initial here:

Use of picture(s)/film/likeness: I agree to allow In Motion Industries LLC, its agents, officers, principals, employees and volunteers the a 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 In Motion Industries LLC

of this in writing.

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.

☐ 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