

## ATHLETE WAIVER

**Full Name**

**Email Address**

**Gender**

**Street Address**

**City**

**Province/Region**

**Zipcode**

**Country**

**Date of Birth**

## WAIVER AND RELEASE FROM LIABILITY

I, \_\_\_\_\_ (“Participant”), or Participant’s parent or legal guardian if Participant is under the age of 18 years, have requested the use of Revolt Fitness facilities and/or equipment, or the purchase or provision of lessons, instruction and/or training related to weightlifting, powerlifting, Olympic lifting, gymnastics, plyometrics, calisthenics, running, swimming, rowing, biking, climbing, jumping, throwing, diet, nutrition, injury prevention, and/or activities incidental thereto individually and collectively (“CrossFit Activities”) and the use of equipment and facilities at 1102 N 9<sup>th</sup> Ave Pensacola, FL 32501 and/or any public or private location (collectively “Facilities and Equipment”). I understand and acknowledge that serious disabilities, illness (to include “exertional rhabdomyolysis”), death, accidents and injuries can occur during CrossFit Activities at the Facilities and/or through the use of the Facilities and Equipment in which those CrossFit Activities are held, whenever or however they occur and for such period said activities may continue. I further understand and acknowledge that attending, participating in, volunteering at or spectating at CrossFit Activities may require me to perform strenuous activities, or to be exposed to activities, conditions, individuals, equipment or events which have potential to cause death, illness, serious injury, disability, or property loss. Knowing the risks inherent in, and connected with these CrossFit Activities, conditions, equipment or events, and with the full understanding of the activities I will be performing, on behalf of myself, my executors, administrators, heirs, successors, assigns, and next of kin, I HEREBY FULLY ASSUME THE RISKS OF INJURY, ILLNESS, DISABILITY, DEATH, OR LOSS OR DAMAGE TO PERSON OR PROPERTY INHERENT IN, AND/OR IN ANY WAY CONNECTED WITH, ATTENDING, PARTICIPATING IN, AND SPECTATING A Revolt Fitness EVENT OR OTHER CROSSFIT ACTIVITY AT FACILITIES EVEN IF ARISING FROM THE NEGLIGENCE OF OTHER PERSONS EXECUTING THIS WAIVER AND RELEASE FROM LIABILITY.

I understand that I will not be permitted to Participate in CrossFit Activities without executing this Waiver and Release. As a condition of my Participation in CrossFit Activities, I grant Revolt Fitness, and its employees, members, partners, officers and agents perpetual and non-revocable permission to use my name, photographs and video in which my image and likeness appears in connection with my Participation in CrossFit Activities and further grant permission to display, publish, distribute, use, print and reprint such images and likeness, and the right to employ such images or likeness in advertising and promotions relating thereto or to Revolt Fitness or any Activities at or related to CrossFit, including any advertisements or media and electronic displays and transmissions thereof (herein “Likeness Rights”). I release Revolt Fitness and its employees, members, partners, officers and agents from any and all liability for damages for use in any manner or media of the Likeness Rights, and waive any and all claims and causes of action for damages for use of the Likeness Rights, including but not limited to: unauthorized use of my likeness, image, character or persona; violation of my right of publicity or privacy; and for copyright or moral rights infringement, defamation, or being cast in a bad light.

Your membership at Revolt Fitness LLC allows you access during non-class hours. As such, you are aware that there will be NO SUPERVISION OR ASSISTANCE DURING NON CLASS HOURS. You are also aware that if you are injured, become unconscious, suffer a stroke or heart attack or any other medical emergency, that there will be no one to respond to your emergency and this facility has no coach on duty to provide assistance to you. Even though this facility is equipped with surveillance cameras and panic buttons, if it is likely that you should require immediate assistance, none will be provided. We HIGHLY recommend that you have a workout partner accompany you while at Revolt Fitness, but it is entirely up to you. INITIAL \_\_\_\_\_

Because physical exercise can be strenuous and subject to risk of serious injury, Revolt Fitness urges you to obtain a physical examination from a doctor before using any exercise equipment or participate in any exercise activity. You (each member or participant) agree that if you engage in any physical exercise or activity, or use any Revolt Fitness amenity on the premises or off premises including any sponsored Revolt Fitness event, you do

so ENTIRELY AT YOUR OWN RISK. You agree that you are voluntarily participating in the use of this facility AND ASSUME ALL RISKS (injury, illness, or death. We are also not responsible for loss of any of your personal property. INITIAL \_\_\_\_\_

This waiver and release of liability includes without limitation, all injuries which may occur, regardless of negligence, as a result of (a) your uses of all amenities and equipment in the facility and your participation in any activity, class, program, personal training or instruction, (b) the sudden and unforeseen malfunctioning of any equipment and (c) your slipping and/or falling while in Revolt Fitness, or on Revolt Fitness premises, including adjacent parking areas and sidewalks INITIAL \_\_\_\_\_

You acknowledge that you have read carefully this "waiver and release" and fully understand that it is a RELEASE OF LIABILITY. You expressly agree to release and discharge the club, and all affiliates, employees, agents, representatives, successors, or assigns, from any and all claims or causes of action and you agree to voluntarily give up or waive any right that you may otherwise have to bring legal action against the club for negligence, personal injury or property damage. INITIAL \_\_\_\_\_

**24 Hours Revolt Fitness Policies and Membership Guidelines** We do have set guidelines in place that ensure the safety and comfort of all members at all times. Members acknowledge that you are physically able to engage in any activity, program or training provided and agree that all exercises and use of this facility are undertaken at your sole risk. You also agree to accept full responsibility for all personal belongings. \_\_\_\_\_ Initial

**Under no circumstance may a member bring an unauthorized guest into the facility during non staffed hours.** Violators will have there membership terminated and under no circumstance will any money for the membership be refunded. \_\_\_\_\_ Initial

**Under no circumstance may a member bring any children into the facility during non staffed hours.** Violators will have there membership terminated and under no circumstance will any money for the membership be refunded. \_\_\_\_\_ Initial

**Under no circumstance may a member bring any pets into the facility during non staffed hours.** Violators will have there membership terminated and under no circumstance will any money for the membership be refunded. \_\_\_\_\_ Initial

We prohibit the use of our facilities of any use of personal trainer's not employed or insured trainers by Revolt Fitness LLC. Violators will have their membership terminated and under no circumstance will any money for the membership be refunded \_\_\_\_\_ Initial

Non -Payment of any charge constitutes default in the agreement. If monthly account payment is not received within 5 days of its due date members 24 hour access will be disrupted. Member agrees to pay a \$15 reactivation fee for reinstatement of 24 hour access privilege. \_\_\_\_\_ Initial

Other Revolt Policies:

- Appropriate athletic shoes only. No street shoes, boots or sandals are allowed in the workout areas.
- Shorts, sweat pants, tee shirts, tank tops and spandex accessories may be worn if deemed appropriate by the club management.
- Clean workout clothing is required. The management will address unsatisfactory hygiene conditions and corrective action may be required.
- No belt buckles, blue jeans or loose jewelry may be worn in the workout area.
- Please be courteous at all times.
- Derogatory remarks involving any other member or Revolt Fitness personnel will not be permitted
- Allow others to work in during your rest Periods.
- Keep hands and feet away from all moving parts and weight stacks.
- Do not attempt to repair or adjust any equipment that has malfunctioned. • Report any equipment problem immediately to the staff
- Wipe off equipment and benches after each use.
- Again, be courteous at all times.
- Rack all weights after each use.
- If any equipment or facility is damaged please report the item to the staff immediately.
- Always use a spotter when attempting maximum weight.
- Collars and clips must be used for free bar lifting.
- Water bottles with spill-proof lids are allowed in all areas of the club. \_\_\_\_\_ Initial
- Keep all doors closed and locked during your time inside the facility. Propping doors open during your workout is prohibited.

- Do not open doors for other non-member person(s). If you are unsure, for your safety do not open the door.
- Entering and exiting Revolt Fitness should only be done using the rear door. Front door must remain locked.
- Turn off all lights before exiting Revolt Fitness unless someone else is inside using the facility.

Management of Revolt Fitness LLC. may suspend or cancel the rights' privileges, or membership of any member in default under this agreement or whose actions are detrimental to the enjoyment of Revolt Fitness by other members. Any illegal activity will be reported to the authorities. Failure to abide by Revolt Fitness rules and regulations also constitutes default. \_\_\_\_\_ Initial

I understand and agree that this Agreement is a full and final release covering all known and unknown and unanticipated injuries, debts, claims or damages to him/her that have arisen or may have arisen from any matters, acts, omissions or dealings released in this agreement, including but not limited to the use of the photographs and Likeness Rights. The undersigned acknowledges that he/she is aware that he/she may hereafter discover facts in addition to, or different from, those which he/she now knows or believes to be true, but it is his/her intention hereby, fully and finally and forever, to settle and to release any and all matters, disputes and differences, known or unknown, suspected or unsuspected, that do now exist, may exist or heretofore have existed with respect to those matters described herein. I expressly waive and relinquish any and all rights or benefits that I may now have, or in the future may have as to these matters released herein, under the terms of Section 1542 of the Florida Civil Code and any similar law of any state or territory of the United States. Said section provides as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

By signing below, the undersigned also waives any and all rights he/she may have, independently or on my behalf, in connection with my image or likeness on such photograph(s) and Likeness Rights, and consents to, joins with and ratifies all grants of permission, waivers, discharges and releases set forth herein above.

Undersigned: \_\_\_\_\_

(Type or Print Name)

Date: \_\_\_\_\_ By: \_\_\_\_\_

(Signature)

I KNOWINGLY RELEASE, INDEMNIFY, HOLD HARMLESS, AND DISCHARGE the following persons and entities: City of Pensacola, FL; the owners of property at 1102 N 9<sup>th</sup> Ave Pensacola, FL, Owners and/or Tenants; CrossFit, Inc.; Revolt Fitness; and the officers, members, directors, employees, representatives, independent contractors, family members, and agents ("Releases") of any and all of the above in connection with any claim arising from or in any way connected with my Participation in CrossFit Activities at the Facilities and/or use of the Equipment, whenever or however they occur and for such period said activities may continue. I AGREE NOT TO BRING ANY CLAIM AGAINST RELEASES, which claims concern in any way death, injury, damage, or loss of any type or nature, which arise out of, are related to, or are in any way connected with attending, participating in, volunteering at or spectating at CrossFit Activities, and/or which arise out of or are connected in any way with my use of, or my presence at the Facility(s) at which (those) activities held, whether injury, death or disability, loss or damage is caused in whole or in part by negligence, gross carelessness, or other acts or failure to act of those persons or entities.

I HEREBY AFFIRM AND ACKNOWLEDGE THAT I HAVE READ THIS DOCUMENT. I HEREBY AFFIRM AND ACKNOWLEDGE THAT I UNDERSTAND ITS CONTENTS AND AGREE TO BE BOUND THEREBY. I AM UNDER THE AGE OF EIGHTEEN YEARS. MY PARENT/GUARDIAN HAS READ AND COMPLETED THE SECTION BELOW.

Date: \_\_\_\_\_

(Print Name) (Signature)

Address: \_\_\_\_\_ Apt # \_\_\_\_\_

\_\_\_\_\_

Phone No: ( ) \_\_\_\_\_

PARENTAL CONSENT AND RELEASE

The undersigned parent/nature/legal guardian of \_\_\_\_\_ (“Participant”) hereby executes the foregoing Waiver and Release on behalf of the minor named herein. I hereby bind myself, the minor named herein, his/her executor, administrators, heirs, successors, assigns, and next of kin, to the terms of this Waiver and Release. I represent that I have the legal capacity and authority to act for, or on behalf of, the minor named herein. I agree to indemnify and hold harmless the persons and entities named herein from any claims and liabilities, which may be assessed against them as a result of, or arising out of my legal capacity or my authority to act for and on behalf of the minor named herein in the execution of the Waiver and Release or my execution of the Waiver and Release.

Date: \_\_\_\_\_

(Signature Parent)

☐ 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