

## MCCF WAIVER (10-29-17)

Full Name

Email Address

Gender

Street Address

City

Province/Region

Zipcode

Country

Date of Birth

**Express Assumption of Risk:** I, the undersigned, understand that I am willingly and voluntarily participating in the physical training offered by Morrisville Community CrossFit, and I am aware that there are significant risks involved in all aspects of physical training. These risks could result in potential injuries ranging from minor injuries, such as cuts, abrasions, strains or sprains, through more serious injuries or even, in remote cases, death, as a result of, among other things, slips or falls; the possible negligence on the part of myself, my training partner, or other people around me; or, the improper use, or failure, of equipment. With full knowledge of the above mentioned risks, I willingly assume and accept any and all risks that I am exposing myself to by engaging in the physical training offered by Morrisville Community CrossFit, and accept full responsibility for any injury, or even death, that may result from participation in any activity or class while at, or while under the direction of, Morrisville Community CrossFit.

Initial here:

**Acknowledgment of Health Status.** I declare myself physically and mentally sound and suffering from no condition, impairment, infirmity, disease, or other illness that would prevent my safe participation in any physical training activities with Morrisville Community CrossFit. I understand that it is my sole responsibility to obtain an examination by my physician prior to involvement in any exercise or fitness program. I acknowledge I have either had a physical examination and been given a physician's permission to participate in an exercise or fitness program with Morrisville Community CrossFit, or, in the alternative, if I have chosen not to obtain a physician's permission prior to beginning an exercise or fitness program with Morrisville Community CrossFit, I acknowledge and understand that I am doing so at my own risk.

Initial here:

**As such, by signing below, I expressly acknowledge that I have no physical impairments, injuries, or illnesses that will endanger me or others.**

**Release:** With full knowledge of the above mentioned risks and hazards, and in consideration of the fact that I am willingly and voluntarily participating in the activities offered by Morrisville Community CrossFit, by signing this document, I understand and acknowledge that I am waiving, releasing and forever discharging, on my behalf and on the behalf of my heirs and/or assigns, Morrisville Community CrossFit, its principals, authorized agents, employees, volunteers and independent contractors from any and all responsibility or liability from injuries or damages resulting from my participation in the activities offered by Morrisville Community CrossFit, including those allegedly attributed to the negligent acts or omissions of the above mentioned parties.

Initial here:

**Indemnification:** By signing below, I understand and accept that there is risk involved in the types of activities offered by Morrisville Community CrossFit, and with that knowledge I accept financial responsibility for any injury that I may cause either to myself, or to any other participant, due to my negligence. Further, should any of the other mentioned parties to this agreement, 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 Morrisville Community CrossFit, their principals, authorized agents, employees, volunteers and independent contractors from liability for the injury or death of any person(s) and/or damage to property that may result from my negligent or intentional act or omission while participating in activities offered by Morrisville Community CrossFit. This includes not only activities offered at the Morrisville Community CrossFit location, but anywhere they provide their service, including, but not limited to, parks, recreational areas, playgrounds, areas adjacent to Morrisville Community CrossFit's location, and/or any other area selected for training by Morrisville Community CrossFit.

Initial here:

**Photography and Video Release:** Participants involved in any activities offered by Morrisville Community CrossFit may be photographed or videotaped during training. The undersigned hereby consents to the use of these photographs and/or videos, without compensation, on the Morrisville Community CrossFit website or in any editorial, promotional or advertising material produced and/or published by Morrisville Community CrossFit.

Initial here:

**Medical Treatment:** If I am signing this agreement as a parent of legal guardian on behalf of a minor child, I give full permission for any person connected with Morrisville Community CrossFit to administer first aid deemed necessary to such minor child. And, in case of a serious illness or injury, if I am not immediately available to do so, I give my express permission to Morrisville Community CrossFit or its agents to transport the minor child to a medical facility, and to authorize any medical and/or surgical care for such minor child which is deemed necessary for the health and well-being of such minor child. As such, I have also completed and signed the

document, "Morrisville Community CrossFit Authorization to Consent to Health Care for a Minor Child", attached as Exhibit A, as a limited health care power of attorney to assist in conveying my wishes under this Section.

Initial here: 

**Childcare:** Morrisville Community CrossFit provides a space for children to play for its client's convenience. Morrisville Community CrossFit does not have childcare staff and by signing below, with that understanding, I agree as the parent, legal guardian, or caretaker for any child that I am solely responsible for making sure my child is of an appropriate age and maturity to care for themselves during my participation in physical training or classes. By signing below, I agree and understand there is an assumed risk having children in a physical training and weight-training facility, and accept the risks involved. I further agree to indemnify and hold harmless Morrisville Community CrossFit, their principals, authorized agents, employees, volunteers and independent contractors from any and all liability, claims, demands, actions or rights of action, which are related to, arise out of, or are in any way related with having children in or around the facility of Morrisville Community CrossFit.

Initial here: 

**Severability:** 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.

Initial here: 

**Video Surveillance.** Morrisville Community CrossFit uses Video Surveillance. All common areas (lobby and workout areas) are under 24 hour video recording. This video playback is sporadically monitored. I understand that using the facility during non-staffed hours is at my own risk and I should not depend on video surveillance for safety reasons.

Initial here: 

**24 Hour Access.** I understand that during non-WOD/non-class times, I will be exercising without staff present.

Initial here: 

I understand the risks involved with exercising alone and without staff present. The risks are the same, but not limited to those listed above. In the event of an emergency, during non WOD/class times, staff will not be present to assist. I agree to follow all 24 Hour Access Rules, listed below, and Emergency Response Guide, posted in the workout area. I understand my access is limited to ONLY me and no one else. Use of 24 hour access by anyone other than me can result in termination of membership without refund and legal action. Failure to follow 24 Hour Access Procedures can result in termination of membership without refund. I also agree that scheduled CrossFit, CrossFit Light, Gymnastics, Strongman, and CrossFit Kids take priority when utilizing space and equipment.

Initial here: 

#### 24 Hour Access Rules.

- Have your cell phone on you at all times in case of emergency.
- Wear proper exercise attire.
- Properly warm-up and stretch before your workout.
- Properly cool down and stretch after your workout.
- Limit all movements and lifts to 75% of your max load during non-staffed hours
- Do not perform new or unfamiliar movements, lifts, or exercises during non-staffed hours
- Be considerate of others in the gym and make sure that you have enough room to be safe during your workout.
- Properly protect floors and equipment.
- Do not drop metal plates.
- Any lift dropped from the shoulders or overhead should be performed on a weightlifting platform
- Clean equipment, re-rack bars and weights, and return any equipment after use.
- Make sure that all fans, tvs, stereo, timers and lights are off before you leave the gym.
- Make sure all garage doors are closed and locked before you leave the gym.
- Make sure all entry and exit doors are fully closed after entry or exit of gym

I have read and understand the rules, above.

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

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