FOUR RIVERS CROSSFIT WAIVER

Full Name	Email Address		Gender
Street Address	City	Province/Region	Zipcode
Country	Date of Birth		

INFORMED CONSENT/ASSUMPTION OF RISK

I agree to participate in one or more physical fitness program(s) class(es) by 4 Rivers CrossFit LLC, which may include but not necessarily be limited to: CrossFit, CrossFit Lite and/or training of any kind by any affiliate, subsidiary or partnership of 4 Rivers CrossFit LLC (hereinafter collectively referred to as 4 Rivers CrossFit LLC).

4 Rivers CrossFit LLC made me fully aware that the fitness programs/classes which 4 Rivers CrossFit LLC 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 an/or cardio respiratory systems which can result in serious injury due to medical condition, whether known or unknown by me. I am aware that any of these people around me; injury or death due to improper use or failure of equipment; injury or death due to 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).

I willingly assume full responsibility for any and all risks that I am exposing myself to as a result of my participation in 4 Rivers CrossFit LLC 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 4 Rivers CrossFit LLC. 4 Rivers CrossFit LLC informed me that there exists the possibility of adverse physical changes during an exercise program and I fully understand the same. 4 Rivers CrossFit LLC informed me that these changes could include abnormal blood pressure, fainting, disorder of heart rhythm, stroke and in very rare instance, 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 4 Rivers CrossFit LLC fitness programs/classes.

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 4 Rivers CrossFit LLC and with my full understanding of all of the above, I hereby waive, release, remise and discharge 4 Rivers CrossFit LLC and its agents, officers, principals and employees and volunteers of any an 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 4 Rivers CrossFit 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 administrator, successors, representatives, heirs, executors, assigns, next of kin 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 4 Rivers CrossFit 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.

CONSENT TO MEDICAL TREATMENT

In connection with any injury that I may sustain or illness or other medical conditions that I may experience during my presence at the 4 Rivers CrossFit LLC or otherwise while engaging directly or indirectly in the CrossFit, I authorize and consent to receive any emergency first aid, medication, medical and/or surgical treatment deemed necessary by the attending personnel and/or the CrossFit employees and agents. I acknowledge that the Released Parties are under no obligation to provide such medical treatment or services, and the Released Parties do not warrant or make any representation concerning the adequacy or continuation of such medical services, nor can the Released Parties be deemed responsible or held liable for any claims arising out of the provision of such medical services or the failure to provide or to continue to provide such medical services. I further authorize the attending personnel and/or the 4 Rivers CrossFit LLC employees or agents to execute on my behalf any permission forms, consents or other appropriate documents relating to medical attention and to act on my behalf if not able or immediately available to do so and the same is urgent as determined in their sole discretion.

INDEMNIFICATION

I recognize that there is risk involved in the types of activities offered by 4 Rivers CrossFit 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 4 Rivers CrossFit 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 international act or omission while participating in activities offered by 4 Rivers CrossFit LLC.

PARTICIPANT OR LEGAL GUARDIAN, IF THE PARTICIPANT IS UNDER THE AGE OF 18

As the parent or guardian of Participant whose name appears above, I hereby confirm that I have read this Agreement and accept each and every provision of this Agreement on behalf of myself (as if a direct signatory to this Agreement) as well as on behalf of Participant, intending that this Agreement be irrevocably binding upon me, upon Participant, and upon each of my and Participant's respective heirs, executors, administrators and assigns. I represent and warrant that I am at least 18 years of age, that I am the parent or legal guardian of the above Participant, and that I have legal authority to enter into this Agreement and to bind the Participant.

USE OF PICTURE(S)/FILM/LIKENESS

I agree to allow 4 Rivers CrossFit LLC, its agents, officers, principals, employees and volunteers the use of pictures(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 4 Rivers CrossFit LLC of this in writing.

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 UNDERSTAND AND ACKNOWLEDGE THAT BY AGREEING TO THIS AGREEMENT, I AM GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES IN CASE OF INJURY, DEATH OR PROPERTY LOSS OR DAMAGE. I UNDERSTAND THAT THIS DOCUMENT IS A PROMISE NOT TO SUE AND A RELEASE OF AND INDEMNIFICATION FOR ALL CLAIMS.

I HAVE READ THIS ENTIRE AGREEMENT CAREFULLY, AND FULLY UNDERSTAND ALL OF ITS TERMS AND CONDITIONS. I AM PROVIDING MY ACKNOWLEDGMENT AND AGREEMENT THAT I HAVE HAD AN OPPORTUNITY TO CAREFULLY READ THE ENTIRE AGREEMENT AND TO HAVE ANY QUESTIONS ANSWERED TO MY SATISFACTION.

I hereby represent, warrant and covenant to the Released Parties that each of the following is true and accurate:

- I am at least 18 years of age and I have the right to contract in my own name or if I am under 18 years of age, my Parent or Guardian may contract on my behalf.
- I have read this entire Agreement, understand the words and language in this Agreement, and agree to all of the terms and conditions of this Agreement.
- I am aware of, and voluntarily participate despite, the potential dangers and risks inherent to the CrossFit.

Initial here:

I agree to these terms.

Pre-existing conditions/injuries? If NONE, please indicate NA in space provided below. *

Sign your name below:

Please read the <u>Electronic Records and Signature Disclosure</u> □ agree to use electronic records and signatures