ROAR HEALTH & PERFORMANCE WAIVER

Full Name

Email Address

Gender

Street Address

City

Province/Region

Zipcode

Country

Date of Birth

Release of Liability, Waiver of Claims, Assumption of Risk, Indemnity Agreement, and Jurisdiction Agreement

BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

TO: CrossFit Roar Pty Ltd, owners, volunteers, directors, officers, employees, trainers, instructors, agents, officials, independent contractors, servants, representatives, successors and assigns (hereinafter referred to as CrossFit Roar)

DEFINITIONS:

In this agreement:

a) The term "ATHLETIC ACTIVITY OR "ATHLETIC ACTIVITIES" includes but is not limited to personal training, fitness classes, team or individual competitions, fitness assessments, use of facilities, observation of athletic activities, Olympic lifting, power lifting, strongman training or competitions, gymnastics, strength conditioning, metabolic conditioning, plyometrics, interval training, body weight conditioning, rope climbing, stretching, outdoor running on trails or sidewalks, sports, and programs, clinics, seminars, and services provided to the athlete by CrossFit Roar.

b) The term "INJURY" shall refer to all forms of physical, mental, and emotional injury in any way related to athletic activity and transportation activities including, but not limited to: death, breaks, strains, lacerations, dislocations, exercise induced rhabdomyolisis, heart failure, concussion, frostbite, hypothermia, heat illness, dehydration, trauma, anxiety, and fears.

Initial here:

DISCLAIMER:

CrossFit Roar and their owners, volunteers, directors, officers, employees, trainers, instructors, agents, officials, independent contractors, servants, representatives, successors and assigns are not responsible for any death, injury, loss, or damage of any kind suffered by any person while using CrossFit Roar facilities, participating in or watching CrossFit Roar activities, caused in any manner whatsoever including, but not limited to, the negligence of CrossFit Roar. I am aware that athletic activities have inherent dangers and risks including but not limited to the potential for serious personal injury or death caused by any CrossFit Roar athletic activities or any condition of the facilities or equipment of CrossFit Roar, some of which include:

a. Transient light-headedness, fainting, abnormal blood pressure, chest discomfort, muscle cramps, muscle soreness, pain, discomfort, fatigue, nausea, heart failure, exercise induced rhabdomyolisis, and so forth;

b. All manner of injury resulting from slipping or falling, either roped or unroped, while jumping, skipping, running, walking, lifting, climbing, and impacting against the floor, walls, equipment, other athletes, or any permanent or temporary fixtures or equipment;

c. Abrasion, entanglement, lacerations, bruising, dislocation, and other injuries resulting from activities on or near stands, racks, weight bars, pull up bars, walls, ropes, cargo nets, medicine balls, and plyo boxes;

d. Injuries resulting from falling athletes or objects such as weights, dumbbells, bars, medicine balls, ropes, and so forth or by any objects dropped by other persons conducting athletic activities or assisting others;

e. Failure of the equipment, racks, stands, bars, attachments, anchors, ropes, harnesses;

Initial here:

And, I do hereby further acknowledge and agree:

a. That the athletic activities I am participating in requires a moderate to high degree of effort, are designed to be high intensity, and are intended to maximally challenge my cardiovascular endurance, stamina, strength, flexibility, speed, power, coordination, agility, balance, and accuracy;

b. That I will honestly represent my level of fitness, health, nutrition, use of medication, medical history, and current physical, mental, and medical condition to CrossFit Roar;

c. That although CrossFit Roar takes steps to reduce the risks and increase the safety of all athletic activities, it is not possible for CrossFit Roar to make these athletic activities completely safe;

d. That I am personally responsible for my preparation prior to athletic activities, my concentration and attention during these athletic activities, and for my post activity rest and recovery;

e. That I will learn and obey the rules and regulations of CrossFit Roar, and that I will follow the instructions and directions of CrossFit Roar during athletic activities;

f. That I will inform CrossFit Roar immediately should I feel any pain, discomfort, fatigue, nausea or other symptoms that I may suffer during and immediately after athletic activities.

g. That I may stop participating at any time and that I may be directed to stop by CrossFit Roar should I display noticeable signs of distress;

h. That I consent to receive first aid and medical treatment by the CrossFit Roar in the event of an accident, injury or illness during athletic activity;

i. That CrossFit Roar may videotape, audiotape, or photograph you for instructional and promotional purposes without payment of any kind to you and without further notice to you or permission from you.

Initial here:

Release of Liability, Waiver of Claims, Assumption of Risk, Indemnity Agreement, and Jurisdiction Agreement

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of CrossFit Roar, allowing me to participate in CrossFit Roar Athletic Activities, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby agree as follows:

1. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any property damage or personal injury to any third party resulting from my participation in Athletic Activities;

2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any costs they may incur for medical costs, emergency transportation, and litigation resulting from my participation in Athletic Activities;

3. That this Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity and shall superseded any waiver signed by me previously;

4. This Agreement and any rights, duties and obligations as between the parties to this Agreement shall be governed by and interpreted solely in accordance with the laws of QLD Australia and no other jurisdiction; and

5. Any litigation involving the parties to this Agreement shall be brought solely within QLD and shall be within the exclusive jurisdiction of the Courts of QLD.

In entering into this Agreement I am not relying on any oral or written representations or statements made by CrossFit Roar with respect to the safety of athletic activities other than what is set forth in this Agreement.

I CONFIRM THAT I AM THE FULL AGE OF EIGHTEEN (18) YEARS AND I HAVE READ AND UNDERSTOOD THIS AGREEMENT PRIOR TO SIGNING IT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST CrossFit Roar.

Privacy and protection of information: WE WILL NOT SELL OR RELEASE YOUR PERSONAL INFORMATION.

This agreement must be completed in full, initialled where indicated, dated, signed and witnessed prior to participating in any CrossFit Roar athletic Activities.

☐ I agree to these terms.

Have you consulted a doctor about starting an exercise program? *

☐ Yes ☐ No

Have you knowingly ever suffered from or do you suffer from? *

No answers to show...

Are you pregnant? *

☐ Yes ☐ No

Have you given birth in the last 12 months? *

☐ Yes ☐ No

Do you have any other injury or condition that affects or limits your ability to exercise? *

Do you smoke? *

☐ Yes ☐ No

Are you taking any prescription medications? If yes, please provide details. *

What is your t-shirt size? *

No answers to show...

Sign your name below:

Please read the Electronic Records and Signature Disclosure

☐ I agree to use electronic records and signatures