

CROSSFIT EONIAN ATHLETE WAIVER

Full Name

Email Address

Gender

Street Address

City

Province/Region

Zipcode

Country

Date of Birth

CrossFit Eonian

WAIVER OF LIABILITY AGREEMENT

I, the Member undersigned below, have volunteered to participate in CrossFit Eonian classes or programs of physical exercise now and in the future (together "the Class"). I understand that there is an inherent risk associated with any exercise program—including my voluntary participation in the Class—that may result in injury, even serious or disabling, or death, and that this risk is always present and cannot be entirely eliminated. I hereby voluntarily and expressly assume the risks inherent in my participation in the Class, including the risk of injury, accident, death, loss, cost or damage to my person or property.

In consideration of CrossFit Eonian agreement to instruct, assist, and train me in the Class, I hereby agree to the following:

A. *Release and Waiver of Liability.*

1. By signing this Agreement, I hereby waive and release CrossFit Eonian, its members, employees, trustees, contractors, volunteers, representatives, agents, and successors, and anyone else acting for or on its behalf, and the owner/lessor of the premises, or anyone using the CrossFit Eonian premises whether related to the Class or not, from any and all liability present, past and in the future relating to or arising out of the Class. I hereby on behalf of myself, my spouse, heirs, assigns, executors, administrators, agents, successors, legal representatives or any others who may claim on my behalf, promise not to sue, and hereby forever irrevocably waive, release, remise and discharge CrossFit Eonian from any and 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 the Class or any other programs offered or sponsored by CrossFit Eonian or attending CrossFit Eonian related events, both on and off of the CrossFit Eonian premises. This Release and Waiver applies to all claims, foreseen or unforeseen, including negligence and breach of statutory or other duty of care. I understand and agree that this Agreement and Release and Waiver is intended to be as broad and inclusive as permitted by law. This Release and Waiver includes, without limitation, injuries which may occur as a result of equipment that may malfunction or break; any slip or fall within premises; and ailments during and/or post Class instruction. I UNDERSTAND THAT I HAVE FORFEITED MY RIGHTS TO SUE CrossFit Eonian, AND THAT THIS IS A RELEASE OF LIABILITY THAT IS VALID FOREVER.

2. In agreeing to this Agreement, I hereby acknowledge, understand, and agree on my behalf, and upon behalf of the person for whom I am signing, that the use of CrossFit Eonian facilities, equipment, climbing walls, classes and/or participating in activities sponsored by CrossFit Eonian have **inherent risks**. These risks include, but are not limited to, any injury of damage resulting from: Negligence of employees, volunteer assistants, independent contractors of CrossFit Eonian. Negligent misuse of the facility, climbing walls, or equipment of CrossFit Eonian; falling off or impacting against the climbing walls, impact surface, floors, or anything else; rope abrasion, entanglement or other activities occurring on the premises; cuts or abrasions resulting from any cause whatsoever; failure of the climbing walls or equipment, whether inside or outside; personal health problems, whether mental or physical; negligence of other climbers, visitors, or observers or persons who may be present in or around the climbing area or facility; and/or negligence or lack of adequate training of any person(s) who seek to assist with medical or other help either before or after any injury or damage may occur.

B. ***Right of Publicity Release and License.*** I grant CrossFit Eonian and its members, representatives, employees, affiliates, subsidiaries, licensees, successors and assigns (collectively referred to herein as "CrossFit Eonian"), the right to take photographs of me and my property in connection with its business.

1. I further irrevocably grant exclusive permission to CrossFit Eonian to use, publish, copyright and reproduce, my name, likeness, identity, image, voice, personal story, oral or written statements, and/or appearance as such may be embodied in any pictures, photographs, video recordings, audiotapes, digital images, and the like, taken or made on behalf of CrossFit Eonian (collectively referred to herein as the "Authorized Works"), for any purposes in connection with its business (including but not limited to purposes of publicity, illustration, web content, public relations, editorial, or other advertising or trade purposes), and without restriction as to frequency or duration. I agree that CrossFit Eonian may use such Authorized Works with or without my name, and I grant CrossFit Eonian the unrestricted right to use a fictitious name in connection with the Authorized Works.

2. I further irrevocably grant CrossFit Eonian all right, title, and interest that I may have in any of the Authorized Works, including any negatives,

original prints, or reproductions thereof. This permission includes but is not limited to the entire copyright in any Authorized Works and/or the right for CrossFit Eonian to reproduce, modify, sell, transfer, distribute, and/or publicly display any Authorized Works.

3. I understand and acknowledge that, as a result of this Release, CrossFit Eonian shall have the unrestricted right to any Authorized Works. I irrevocably release my rights of publicity, editorial rights, inspection rights, or any other rights with respect to the Authorized Works. I further irrevocably waive the right to receive any payment for signing this Release and/or for CrossFit Eonian use, publication, reproduction or copyright of any of the Authorized Works. I hereby irrevocably release CrossFit Eonian from any and all claims arising out of or relating to the Authorized Works. The permissions granted in this Release extend to all languages, media, formats and markets now known or hereafter devised, and are granted regardless.

4. If any provision of this Release or the application thereof to any person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Release and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law. This Release constitutes the entire agreement between the parties and supersedes all previous agreements on this matter. There are no other written or oral agreements, representations, or understandings with respect to the subject matter of this Release.

5. I warrant that I am at least eighteen (18) years old and have the right to grant this Release. I have read this Release, understand its terms, and enter into it freely.

C. Indemnification. I agree to indemnify and hold harmless CrossFit Eonian officers, directors, employees, authorized agents, to include independent contractors, or volunteer interns 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 CrossFit Eonian. I recognize that there is risk involved in the types of activities offered by CrossFit Eonian. Therefore, I accept financial responsibility for any injury that I may cause either to myself or to any other participant due to my negligence. Should the above-mentioned parties, or anyone acting on their behalf, be required to incur attorney fees and costs to enforce this agreement, I agree to reimburse them for such fees and costs.

D. Acknowledgement and Assumption of the Risk.

1. I am aware that specific risks vary from within the Class and the risks range from minor injuries to major injuries, such as catastrophic injuries including death. I affirm that I alone am responsible for deciding whether to participate within the Class, and I understand that I am free to stop participating in the Class at any time.

2. I acknowledge that I take full responsibility for my life and well being, as well as the lives and well being of my Child and family, and all decisions made by me and my Child and family during and after the Class. I hereby expressly assume the risks of the Class, including the risk of injury, accident, death, loss, cost or damage to my person, my family and my children, or my property.

3. I represent that I am in good health and have no disability, impairment, injury, disease, or ailment, preventing me from engaging in active or passive exercise or which could cause increased risk of injury or adverse health consequences as a result of exercise. I affirm that I have disclosed any and all physical limitations, disabilities, ailments, or impairments which may affect my ability to participate in the Class. I assume the responsibility to update CrossFit Eonian of any changes in my medical condition now or in the future that might affect my safety or participation in the Class prior to the commencement of any such Class, and I understand that CrossFit Eonian shall not be liable should I fail to do so. If I am pregnant or become pregnant or am post-natal, my signature verifies that I am participating in the Class with my doctor's full approval.

4. I understand and acknowledge that CrossFit Eonian does not manufacture fitness or other equipment at its facilities, but purchases and/or leases equipment. I also understand and acknowledge that CrossFit Eonian is providing recreational services and shall not be held liable for defective products.

5. I understand that the CrossFit Eonian does not diagnose illness, disease or any other mental or physical disorder, or prescribe medical treatment of pharmaceuticals. I understand and acknowledge that CrossFit Eonian is providing non-medical services, and the Class is not a substitute for medical attention, diagnosis or treatment and that it is recommended that I see a medical practitioner for any physical ailment that I may have. I understand and agree that CrossFit Eonian may not be held liable for my injuries sustained as a result of the Class or Instructor counseling provided to me.

E. Rules and Regulations. I agree to abide by the rules, regulations and schedules of CrossFit Eonian as stated herein, as well as those that may be posted at the facility, on the CrossFit Eonian website, or issued orally, and which may be amended from time to time at CrossFit Eonian sole discretion (together the "Rules and Regulations").

F. Class Schedule. Class schedule is subject to change, and Class may be cancelled due to unexpected circumstances. CrossFit Eonian reserves the right to change the Class schedule at any time, including the addition or the deletion of the Class, as well as changes in Instructors, Class times and length of the Class. CrossFit Eonian also reserves the right to cancel Classes or modify hours of operation for repair, maintenance or special occasions. Attendance is based on a first-come, first-serve policy.

G. Minor Children: I understand that I may bring my minor child to CrossFit Eonian while I participate in Classes, but that I do so at my own risk and that of my minor child. I understand CrossFit Eonian accepts no responsibility for any damage, injury or loss that I or my child may sustain while on the premises of the CrossFit Eonian facility. I understand that CrossFit Eonian does not offer child care of any sort and that no

employee, agent, independent contractor or owner of CrossFit Eonian will be watching my child while I take Class. My child and his or her actions are my responsibility while I participate in Class at CrossFit Eonian.

H. **Loss of Property.** I understand and agree that CrossFit Eonian will provide an area for my personal belongings to be held during the Class; however, I understand and agree that all such personal belongings are brought at my sole risk as to such property's theft, damage, or loss. I am aware that I should not bring valuables onto the premises of the CrossFit Eonian facility, and I understand and agree that CrossFit Eonian shall not be liable for the disappearance, loss, theft, or damage to my personal property, including but not limited to money, negotiable securities, items left in coat check lockers, or jewelry.

I. **Emergencies.** I hereby consent to receive first aid from CrossFit Eonian in the event of an accident, injury or illness during the Class and I give CrossFit Eonian permission to seek emergency medical services for me in those circumstances and agree that I am responsible for any expenses incurred. I hereby agree to hold harmless and indemnify CrossFit Eonian from any and all Liability arising as a consequence of CrossFit Eonian providing first aid/or seeking emergency medical services for me.

J. **Rhabdo Notice.**

1. I do hereby acknowledge the significant risks associated with the physical training and Rhabdomyolysis (hereinafter referred to as "Rhabdo") can occur when an individual's physical activity is so intense that muscular cells begin to breakdown and the contents and/or remaining materials enter the bloodstream. Rhabdo may be caused by many other systemic or environmental causes. However, Exertional Rhabdo can occur in athletes of all levels of fitness, resulting in muscle cell destruction. The skeletal muscle breakdown impairs kidney function as those organs are unable to handle increased enzymes that are released into the bloodstream. This induces severe physiological changes in the body. The symptoms of Rhabdo include muscle pain, stiffness and extreme weakness, darkening of the urine (similar to the color of tea or cola), decreased urine output, altered mental status, swelling of the body part involved, either with or without pain. A Rhabdo symptom is pain out of proportion to the amount of soreness that one would generally expect, often producing pain much quicker than one would expect after a workout.

2. I understand that any concerns on my part that I am experiencing any of the symptoms of Rhabdo require immediate presentation to a hospital for emergency treatment. I acknowledge that no third party, either from the facility or otherwise, will be capable of monitoring my urine output or color, and it is my responsibility to be continually cognizant of this symptom and all other symptoms and to monitor them in my own body at all times. I agree that I will remove myself from participation and seek medical treatment of my own accord should I have any concerns regarding possible symptoms of Rhabdo.

3. I understand that statistically individuals most likely to experience Rhabdo are those who are in good shape by general standards or who were previously in good physical shape. This includes individuals who were prior athletes. I acknowledge that often the more mentally tough an athlete is and the more athletic they were in the past or currently are, the greater the risk of exposure to Rhabdo.

4. I agree to monitor myself in a manner that is proportionate to the potential injury that can be occasioned by this condition. I acknowledge and understand that I am the only individual capable of determining if I am experiencing Rhabdo symptoms. I hereby agree and do willingly assume responsibility for any risks that I expose myself to and accept full responsibility for any injury or death that may result from participating in this significantly demanding physical activity.

5. There is a wealth of medical and popular information regarding Rhabdo available on the Internet. CrossFit Eonian strongly recommends that you review and evaluate information from all sources available to you, including your physician, prior to executing this Release and Waiver or participating in strenuous physical activity.

I ACKNOWLEDGE THAT I HAVE THOROUGHLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I voluntarily and knowingly agree to the terms and conditions stated herein. I recognize that BY SIGNING THIS DOCUMENT, I AM WAIVING CERTAIN LEGAL RIGHTS, INCLUDING ANY RIGHT I OR MY heirs, next OF KIN, executors, administrators and assigns MIGHT HAVE TO BRING A LEGAL ACTION OR ASSERT A CLAIM AGAINST OF/CROSSFIT BURKE. I intend for my signature to be a complete and unconditional release of liability OF CrossFit Eonian to the greatest extent permitted by law.

☐ I agree to these terms.

Do you have any current/past injuries/limitations that you would like us to know about?

☐ Yes ☐ No

Please list details here

Sign your name below:

Please read the [Electronic Records and Signature Disclosure](#)

☐ I agree to use electronic records and signatures