

# TARHEEL CROSSFIT

**Full Name**

**Email Address**

**Gender**

**Street Address**

**City**

**Province/Region**

**Zipcode**

**Country**

**Date of Birth**

## Section I Express Assumption of Risk:

I, the undersigned, am aware that there are significant risks involved in all aspects of physical training. These risks include but are not limited to: falls which can result in serious injury or death, injury, or death due to negligence on the part of myself, my training partner, or other people around me, injury, or death due to improper use or failure of equipment. I am aware that any of these above-mentioned risks may result in serious injury or death to myself and or my partner(s).

**Initial here:**

## Section II Communicable Disease or Illness:

I, the undersigned, agree to waive all accountability and liability from True Touch of Nutrition, LLC (DBA Tarheel CrossFit), should I become sick or develop a communicable disease or illness during the duration of my membership at Tarheel CrossFit.

**Initial here:**

I, the undersigned, agree to notify Tarheel CrossFit staff if I believe that I am sick, have come in contact with someone who is sick, or am knowingly contagious or thought to be contagious of a respiratory, seasonal, or communicable disease or illness. Furthermore, I will not enter the facility until I am given a clearance letter from my doctor should I become contagious with any communicable disease or illness.

**Initial here:**

## Section III 24/7 Program Access Assumption of Risk:

TARHEEL CROSSFIT ("THCF") STRONGLY RECOMMENDS THAT YOU CLEAR YOUR PARTICIPATION IN ANY EXERCISE PROGRAM WITH YOUR PHYSICIAN. USE OF THE THCF FACILITIES UNDER THE 24/7 ACCESS PROGRAM IS UNMONITORED, AND YOUR USE OF THE THCF EQUIPMENT AND FACILITIES IS AT YOUR OWN RISK – THCF WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY INJURY OR DAMAGES INCURRED BY YOU ARISING OR CONNECTED IN ANY WAY WITH YOUR USE OF THE THCF EQUIPMENT AND FACILITIES. MEMBERSHIP IS AT THCF'S SOLE DISCRETION AND ANY VIOLATION OF THE RULES AND REGULATIONS CAN RESULT IN CANCELLATION OF MEMBERSHIP.

IN CONSIDERATION OF THCF MAKING ITS EQUIPMENT AND FACILITIES AVAILABLE FOR MY USE, I ACKNOWLEDGE AND AGREE AS FOLLOWS:

I am fully aware that my access to the THCF equipment and facilities will be unattended and I am solely responsible for my own safety and well-being while participating in physical training activities at the THCF facilities or utilizing the THCF equipment.

**Initial here:**

I recognize and understand that physical training is not without varying degrees of risk, which may include, but are not limited to the following: Injury to the musculoskeletal and/or cardiorespiratory systems, which can result in serious injury or death, injury or death due to negligence on the part of myself, my training partner, or other people around me, injury or death due to improper use or failure of equipment, or injury or death due to a medical condition, whether known or unknown by me.

Initial here:

I willingly assume full responsibility for any and all risks that I am exposing myself to as a result of my participation in physical training and accept full responsibility for any injury or death that may result from my participation.

Initial here:

I hereby certify that I know of no medical problems that would increase my risk of illness and injury arising from the use of THCF equipment or facilities. I understand there exists the possibility of adverse physical changes during physical training. I fully understand that these changes could include abnormal blood pressure, fainting, a disorder of heart rhythm, stroke, and in very rare instances, heart attack, or even death. I understand that certain prescribed medications may exacerbate these physiological changes and create an even greater risk of physical damage or death. With my full understanding of the above information, I agree to assume any and all risks arising from or in any way associated with my voluntary participation in THCF physical activities or the use of the THCF equipment or facilities under the 24/7 Program Access.

Initial here:

**Section IV 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 available at THCF and/or self-administered activities using the THCF equipment or facilities, and with my full understanding of all of the above, I hereby waive, release, remise and discharge True Touch of Nutrition, LLC (DBA Tarheel CrossFit) and its successors, members, managers, agents, officers, and employees of any and all liability, claims, demands, action or rights of actions, or damages of any kind related to, arising from, or in any way connected with, my participation in physical training or my use of the THCF equipment or facilities.

Initial here:

I understand that THCF and its members commonly will record sessions and take pictures through the use of recording devices and cameras. I hereby give my consent for THCF to use photographs and video recordings of me and my likeness to be used in its publications, including its website and social media. I release them from any expectation of confidentiality or payment for my photographs or videos.

Initial here:

This agreement shall be binding upon me, my successors, representatives, heirs, executors, assigns, or transferees. If any portion of this agreement is held invalid, such invalid portion may be severed from the whole of this agreement, and I agree that the remainder of the agreement shall remain in full legal force and effect.

Initial here:

**Section V Indemnification:**

I recognize there is risk involved in the types of activities commonly performed at THCF and/or otherwise arising from the use of the THCF equipment or facilities. Therefore, I accept all liability and responsibility, financial or otherwise, for any injury that I may cause to myself, any guest of mine utilizing the THCF equipment or facilities, or to any other person utilizing the THCF equipment or facilities due to my negligence or intentional acts. Should THCF or any of its successors, members, managers, agents, officers, or employees, or anyone acting on behalf of any of these individuals, be required to incur attorney's fees, legal fees, expenses, costs or loss (collectively "Losses") due to any injury that I may cause to myself or to any other person utilizing the THCF equipment or facilities due to my negligence or intentional acts, I agree to fully reimburse THCF and/or such persons for such Losses. I further agree to indemnify, hold harmless, and, if necessary, defend True Touch of Nutrition, LLC (DBA Tarheel CrossFit) and its successors, members, managers, agents, officers, or employees, from and against all liability for the injury or death of any person(s), including myself, and any damages or losses whatsoever arising

from my use of the THCF equipment or facilities.

**Initial here:**

**Section VI Closing:**

I have fully read and fully understand the foregoing assumption of risk, the release of liability, and indemnification provisions, and I understand that by signing below I am obligated to indemnify THCF and its successors, members, managers, agents, officers, or employees as provided herein. I understand that by signing this form I may be waiving legal rights that would otherwise be available to me.

**Initial here:**

I agree to these terms.

**Have you EVER had any injuries or surgeries? \***

Yes  No

**If yes, please list year and location (EX: 2009, Left shoulder)**

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**Have you ever had a respiratory illness or disease? \***

Yes  No

**If yes, when? (EX: 2009, lasted two weeks)**

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**Have you EVER had rhabdomyolysis? \***

Yes  No

**if yes, when? (EX: 2009, during Ranger School)**

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**Sign your name below:**

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Please read the [Electronic Records and Signature Disclosure](#)  
 I agree to use electronic records and signatures