BOOM ELITE TRAINING - SONIC BOOM CROSSFIT WAIVER

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

Sonic Boom CrossFit/Boom Elite Training Liability Waiver

PLEASE NOTE: This waiver of Liability, Release, Acknowledgement of Risk, and Indemnification Agreement ("Waiver Agreement") is intended to be, and is, legally binding. If any aspect of this Waiver Agreement requires clarification, have a Sonic Boom Crossfit/Boom Elite Training employee fully explain it before signing. By signing the Sonic Boom Crossfit/Boom Elite Training Waiver you are agreeing to all terms set forth in this Waiver Agreement. You and/or the person on whose behalf you are signing, are waiving the right to bring any type of action, whether in court or otherwise, to recover compensation or obtain any other remedy for any personal injuries, damages to property, any accident or incident of any type, or death, arising out of or related to your use of Sonic Boom Crossfit/Boom Elite Training, its facilities, grounds, exercise areas, classes, equipment, whether the use is supervised or unsupervised.

While Sonic Boom CrossFit/Boom Elite Training offers these activities in a controlled environment, there is still an assumed risk of injury to persons using Sonic Boom CrossFit/Boom Elite Training. In agreeing to this Waiver 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 Sonic Boom CrossFit /Boom Elite Training, its facilities, equipment, classes and/or participating in activities sponsored by Sonic Boom CrossFit/ Boom Elite Training 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 Sonic Boom Crossfit, Shane Noteboom, or Boom Elite Training LLC. Negligent misuse of the facility, climbing walls, or equipment of Sonic Boom Crossfit/Boom Elite Training; falling on 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 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 equipment 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.

Sonic Boom Crossfit/Boom Elite Training LIABILITY AGREEMENT AND RELEASE OF LIABILITY

1. In consideration of being allowed to participate in the activities and programs of Sonic Boom CrossFit/Boom Elite Training and to use its facilities, equipment and machinery in addition to the payment of any fee or charge, I, for myself, my heirs and assigns, hereby waive, release, and forever discharge Sonic Boom/Boom Elite Training, Shane Noteboom and their officers, agents, employees, representatives, executors and all others from any and all, responsibilities or liability from injuries or damages resulting from my participation in any activities or my use of equipment, classes, or machinery in the above mentioned activities. I do hereby release all of those mentioned and any others acting upon their behalf from any responsibility or liability for any injury or damage to myself, including those caused by the negligent act or omission of any of those mentioned or others acting on their behalf or in any way arising out of or connected with my participation in any activities of Sonic Boom CrossFit/Boom Elite Training or the use of any equipment at Sonic Boom CrossFit/Boom Elite Training.

2. I understand and am aware that, fitness, and climbing including the use of the equipment, are all potentially hazardous activities. I also understand that fitness activities involve a risk of injury or even death, and that I am voluntarily participating in these activities and using equipment and machinery with knowledge of the dangers involved. I hereby to expressly assume and accept any and all risks of injury or death.

3. I do hereby declare myself to be physically sound and suffering from no condition, impairment, disease, infirmity, or other illness that would prevent my participation or use of equipment, climbing wall or machinery except as herein stated. I acknowledge that I have either had a physical examination and been given my physician's permission to participate, or that I have decided to participate, in the activity of, fitness, and climbing and the use of the equipment, climbing wall and machinery without the approval of my physician and do hereby assume all responsibility for my participation and activities, and utilization of equipment and machinery in my activities.

I agree to these terms.

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