

ATHLETE WAIVER

Full Name

Email Address

Gender

Street Address

City

Province/Region

Zipcode

Country

Date of Birth

Participants involved in any activities offered by Phalanx Krav Maga and Crossfit may be photographed or videotaped during training. The undersigned hereby consents to the use of these photographs and/or videos without compensation, on the Phalanx Krav Maga and Crossfit website or in any editorial, promotional or advertising material produced and/or published by Phalanx Krav Maga and Crossfit.

Initial here:

Waiver and Release of Liability:

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; strains and sprains. 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 the risks that I am exposing myself to and accept full responsibility for any injury or death that may result from participation in any activity or class while at, or under direction of Phalanx Krav Maga and Crossfit.

I acknowledge that I have no physical impairments, injuries, or illnesses that will endanger me or others.

Initial here:

Release:

In consideration of the above mentioned risks and hazards and in consideration of the fact that I am willingly and voluntarily participating in the activities offered by Phalanx Krav Maga and Crossfit, I, the undersigned hereby release Phalanx Krav Maga and Crossfit, their principals, agents, employees, and volunteers from any and all liability, claims, demands, actions or rights of action, which are related to, arise out of, or are in any way connected with my participation in this activity, including those allegedly attributed to the negligent acts or omissions of the above mentioned parties. This agreement shall be binding upon me, my successors, representatives, heirs, executors, assigns, 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.

I also give full permission for any person connected with Phalanx Krav Maga and Crossfit 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.

Indemnification:

The participant recognizes that there is risk involved in the types of activities offered by Phalanx Krav Maga and Crossfit. Therefore the participant accepts financial responsibility for any injury that 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 Phalanx Krav Maga and Crossfit, 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 intentional act or omission while participating in activities offered by Phalanx Krav Maga and Crossfit, at the main building or abroad. This includes but is not limited to parks, recreational areas, playgrounds, areas adjacent to main building, and/or any area selected for training by Phalanx Krav Maga and Crossfit.

I have read and understood 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

...any, injury, damage, or death to any person and damage to property, caused by, or negligent or intentional act or omission of any person, by signing this form I am waiving valuable legal rights.

Initial here:

COVID-19 Addendum

IN CONSIDERATION for being permitted to participate in Phalanx Krav Maga and CrossFit class, I, on behalf of myself and all persons and entities claiming by, through or under me hereby acknowledge, agree and represent that I have inspected and carefully considered the facility, the facility premises, equipment and facilities, and I find and accept the same as being safe and reasonably suited for my use and/or participation in classes provided at the facility.

Initial here:

I acknowledge that the novel coronavirus ("COVID-19") is a global pandemic and that infections have been confirmed throughout the United States and Internationally, including in the state in which the facility is located. I further understand and acknowledge that the President of the United States declared that the outbreak of COVID-19 in the United States constitutes a national emergency. Further, the state in which the facility is located declared a State of Emergency because of COVID-19.

Initial here:

I understand and acknowledge that Phalanx Krav Maga and Crossfit cannot guarantee my safety or immunity from infection. There is no known vaccination for COVID-19. The mode by which COVID-19 is transmitted or how long it remains on surfaces or in the air is not entirely known. I fully understand, acknowledge and appreciate these facts and the uncertainty of the virus and how it may impact my health. I knowingly and voluntarily assume all risks associated directly or indirectly with participating in any activity at the facility, including classes, traveling to and from the facility, entering and existing the facility premises, using equipment at the facility, interacting with other persons at or around the facility, and/or using facilities within the facility premises, including restrooms (collectively, the "Voluntary Activity"). With this understanding, I knowingly and voluntarily waive and release Phalanx Krav Maga and CrossFit, and/or their respective directors, officers, employees, volunteers and agents (collectively, the "Releases"), from any and all present and future claims of any type, including for any harm or loss, economic loss, personal injury, disease, death and property damage suffered by me. I agree to indemnify and hold harmless, and covenant not to sue, the Releases for any personal injury, death, medical expenses, disability, loss of capacity, property damage, court costs, attorneys' fees, and/or other loss, including arising out of or related, whether directly or indirectly, to any Voluntary Activity.

Initial here:

I represent and attest that:

1. I am not experiencing any symptoms of illness. I do not have a fever or cough and am not experiencing shortness of breath. If I develop any of these symptoms, or if I have a suspected or diagnosed case of COVID-19, I agree that I will not attend or participate in any class at the facility, or otherwise enter or be physically present at the facility.

Initial here:

2. I agree to follow any and all safety protocols that have been or will be implemented by Phalanx Krav Maga and Crossfit, including those that are posted at the facility and those that are sent to me electronically including by text message, SMS and/or email, as well as those posted on the website. I acknowledge that Phalanx Krav Maga and Crossfit may change these protocols at any time and I agree to abide by any and all such changes.

Initial here:

3. I do not believe that I have been exposed to a person with a confirmed or suspected case of COVID-19.

Initial here:

4. I have not been diagnosed with COVID-19 and not yet cleared as non-contagious by state or local public health authorities.

Initial here:

5. I am and will continue to follow recommended guidelines as much as possible, including practicing social distancing, trying to maintain separation of six feet from others and otherwise limiting my exposure to COVID-19.

Initial here:

6. I will not visit or use the Phalanx Krav Maga and Crossfit facilities, services and/or programs within 14 days after (i) returning from a highly impacted area subject to a CDC Level 3 Travel Health Notice, (ii) exposure to any person returning from areas subject to a CDC Level 3 Travel Health Notice, and/or (iii) exposure to any person who has a suspected or confirmed case of COVID-19. I agree to regularly check the CDC Travel Health Notices including those listed at the following site: (<https://www.cdc.gov/coronavirus/2019-ncov/travelers/index.html>) before using the facility, attend classes, or otherwise participating in services and/or programs available at the facility.

Initial here:

7. I agree to notify Phalanx Krav Maga and CrossFit immediately if I believe that I am experiencing any symptoms of COVID-19 and/or if I have a suspected or diagnosed case of COVID-19.

Initial here:

I fully understand and appreciate both the known and potential dangers of using the facility, equipment, services and programs and acknowledge that the use thereof by me may, despite Phalanx Krav Maga and Crossfit reasonable efforts to mitigate such dangers, result in exposure to COVID-19, which could result in quarantine requirements, serious illness, disability and/or death.

Initial here:

I expressly and knowingly waive all right: "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

Initial here:

I agree and acknowledge that use of the facility and services may involve inherent danger and risk, including, without limitation, the risk of physical illness or injury, death and/or property damage. I HEREBY ASSUME FULL RESPONSIBILITY FOR, AND RISK OF ILLNESS, BODILY INJURY DEATH OR PROPERTY DAMAGE to me, including due to negligence, active or passive, or otherwise while in, about or upon the premises of the facility and/or while using the premises or any facilities or equipment thereon or participating in any program affiliated with the facility. I acknowledge that any illness or injuries that I contract or sustain may be compounded by negligent first aid or emergency response of the Releasees and I waive any claim in respect thereof.

Initial here:

I further expressly agree that the foregoing COVID-19 WAIVER OF LIABILITY, ASSUMPTION OF RISK, RELEASE AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by applicable law and that if any portion thereof is held invalid, it is agreed that the balance will, notwithstanding, continue in full legal force and effect.

Initial here:

I HAVE CAREFULLY READ AND VOLUNTARILY SIGN THIS ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT AND FURTHER AGREE THAT NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENT APART FROM THE FOREGOING WRITTEN AGREEMENT HAVE BEEN MADE. I AM AWARE THAT BY AGREEING TO THIS AGREEMENT I AM GIVING UP VALUABLE LEGAL RIGHTS INCLUDING THE RIGHT TO RECOVER DAMAGES FROM THE RELEASES IN CASE OF ILLNESS, INJURY , DEATH OR PROPERTY LOSS OR DAMAGES, INCLUDING, FOR THE AVOIDANCE OF DOUBT AND WITHOUT LIMITATION, EXPOSURE TO COVID -19 AT ANY OUTLET OR PROGRAM AND ALL ILLNESS, INJURY OR DEATH RESULTING THEREFROM. I UNDERSTAND THAT THIS DOCUMENT IS A PROMISE NOT TO SUE AND A RELEASE OF AND INDEMNIFICATION FOR ALL CLAIMS AND IS BINDING ON ME, MY HEIRS, FAMILY, ESTATE, REPRESENTATIVES AND ASSIGNS.

Initial here:

I HAVE READ AND UNDERSTAND THE TERMS OF THIS ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT AND AGREE TO ITS TERMS.

Initial here:

☐ I agree to these terms.

Are you currently working out? *

☐ Yes ☐ No

If so how many times a week

Do you smoke ? *

☐ Yes ☐ No

Drink Alcohol ? *

☐ Yes ☐ No

High Blood Pressure, Asthma, COPD, Diabetes, Heart Conditions, Seizures? *

No answers to show...

Previous Injuries or Surgeries? *

No answers to show...

Do you have any reoccurring pain or injuries? *

No answers to show...

Do you take prescription medications? *

No answers to show...

Any other Health Issues we should be aware of?

No answers to show...

Do you have any physical limitation we should be aware of?

No answers to show...

Sign your name below:

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

☐ I agree to use electronic records and signatures