BABYLON CROSSFIT WAIVER

Full Name

Email Address

Gender

Street Address

City

Province/Region

Zipcode

Country

Date of Birth

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231 BABYLON CROSSFIT INC.

d/b/a BABYLON CROSSFIT

41 JOHN ST

BABYLON, NY 11702

631-314-4051

WAIVER OF LIABILITY

BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT

PLEASE READ CAREFULLY!

231 BABYLON CROSSFIT INC, D/B/A BABYLON CROSSFIT STRONGLY RECOMMENDS THAT YOU CLEAR YOUR PARTICIPATION IN ANY PROGRAM WITH YOUR PHYSICIAN. THE PROTOCOLS OF THIS PROGRAM WILL INVOLVE YOU IN RELATIVELY HIGH INTENSITY WORKOUTS OR INTENSE BODYWORK AND IT IS IMPORTANT YOU UNDERSTAND THE FOLLOWING:

ACKNOWLEDGEMENT OF DANGER: I will be participating in physical training sessions (1-on-1, semi private, and/or group training) and nutrition counseling at 231 BABYLON CROSSFIT INC, D/B/A BABYLON CROSSFIT (collectively known as "Services"). I am fully aware that these Services are of a nature and kind that are extremely strenuous. I recognize and understand these Services are not without varying degrees of risk, which may include, but are not limited to the following: (1) PHYSICAL INJURY AND/OR DEATH including minor injuries and major injuries such as joint and back injuries, broken bones, concussions, rhabdomyolysis, musculoskeletal injuries, cardiovascular injuries, heart attack, stroke, brain injury, and injury to my fetus (if pregnant); (2) exposure to, and sickness from, infections viruses, bacteria and disease, including but not limited to, COVID-19; and (3) property damage.

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ACCEPTANCE OF RESPONSIBILITY: I willingly assume full responsibility for any and all risks that I am exposing myself to as a result of my participation in any Services in and surrounding the location listed above (known hereinafter as the "Premises"), and accept full responsibility for any all risk of death, serious personal injury, temporary or permanent disability, or property loss and/or damage suffered by me or my property in connection with the Services whether or not described in this Agreement, known or unknown, inherent or otherwise, or while visiting, traveling to or using the Premises.

ASSUMPTION OF RISK: Understanding, acknowledging, and accepting all the risks and hazards involved with the Services, I freely and voluntarily choose to participate, enter, and use the Premises, and I HEREBY VOLUNTARILY AND EXPRESSLY AGREE TO ACCEPT AND ASSUME ALL RISK OF LOSS, DAMAGES, THEFT, INJURY OR DEATH THAT MAY OCCUR TO ME OR MY PROPERTY AS A RESULT OF OR INCIDENT TO MY PARTICIPATION IN THE SERVICES, INCLUDING THE RISK I MAY BE INJURED BY THE ACTIONS, OMISSIONS, REPRESENTATIONS OR NEGLIGENCE OF 231 BABYLON CROSSFIT INC, D/B/A BABYLON CROSSFIT, ITS OWNERS, AGENTS, OFFICERS, PRINCIPALS, EMPLOYEES, INDEPENDENT CONTRACTORS, AND VOLUNTEERS (THE "RELEASED PARTIES"), OTHER PARTICIPANTS OR THIRD PARTIES WHILE PARTICIPATING IN THE SERVICES OR FROM OR USING OR VISITING THE PREMISES. I understand and agree that this Agreement will be binding

on me, my spouse (or registered domestic partner), my guardians, the executors or administrators of my estate, my heirs, my personal representatives, my assigns, my successors in interest, my children, and any guardian ad litem for said children (collectively, the "releasors"). I accept full and complete responsibility for the safety of myself, any guests, observers or other individuals who I have invited to the Premises, and property we have brought to the Premises, and I assume the risk of damage, theft, loss or injury caused by others to me, my guests and our property. I also accept full and complete responsibility for the consequences of taking unreasonable risks while participating in the Services or using the Premises, including, without limitation, attempting activities that I am not qualified to perform safely, causing any other participants/spectators an unreasonable risk of harm, or failing to follow correct safety procedures when using the Premises and participating in the Services.

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PHYSICAL CONTACT ACKNOWLEDGEMENT: I understand that the Services may involve physical contact between myself, other participants, and the Released Parties. I give permission to be touched in a professional manner by those representing 231 BABYLON CROSSFIT INC, D/B/A BABYLON CROSSFIT and recognize that they will have direct contact with me. I acknowledge that it is my responsibility to notify 231 BABYLON CROSSFIT INC, D/B/A BABYLON CROSSFIT if I am uncomfortable with this physical contact and will work with 231 BABYLON CROSSFIT INC, D/B/A BABYLON CROSSFIT to determine how I may continue to participate in the Services with no contact.

PUBLICITY RELEASE: For good and valuable consideration, the receipt of which is hereby acknowledged, I hereby irrevocably grant to 231 BABYLON CROSSFIT INC, D/B/A BABYLON CROSSFIT, the irrevocable, perpetual and unrestricted (except as expressly set forth below) right and permission, to use and publish my appearance ("publicity rights") in any and all media now or hereafter known in connection with 231 BABYLON CROSSFIT INC, D/B/A BABYLON CROSSFIT, the Services, including any goods or products, or any related activities to any of the foregoing (all such medium in which the Publicity Rights are used shall be referred to as the "pictures"), for any commercial purpose whatsoever, without royalty, payment, or any other compensation whatsoever to me. For such use of the Publicity Rights and the Pictures, I understand and agree that I will not be entitled to any compensation or consideration beyond my participation in the Services. I further agree that 231 BABYLON CROSSFIT INC, D/B/A BABYLON CROSSFIT may edit, alter, digitize, synchronize, reproduce or otherwise change the Pictures for any such purpose. I acknowledge that I shall have no, and hereby expressly disclaim, any ownership, authorship or moral rights in the Pictures or any part thereof.

CLOSED-CIRCUIT VIDEO SURVEILLANCE: I recognize the need for closed-circuit video surveillance on and about Premises for security and productivity purposes. I recognize and agree that it is a condition of participation at 231 BABYLON CROSSFIT INC, D/B/A BABYLON CROSSFIT that I freely execute and agree to this closed-circuit video surveillance, included being personally recorded pursuant to said closed-circuit video surveillance. I agree that the Released Parties may use any taping of my image, voice or appearance at any time pursuant to said closed-circuit video surveillance at its discretion in the ordinary course of its operations.

AUDIO/VISUAL PUBLICITY WAIVER: I agree to indemnify and hold harmless the Released Parties, its agents, successors, and assigns, from any and all claims, demands, actions or causes of action, liabilities, costs, dues, sanctions, fees, penalties, or expenses of any sort arising from the making of such recordings of me and their lawful and appropriate use. I further acknowledge that 231 BABYLON CROSSFIT INC, D/B/A BABYLON CROSSFIT exclusively owns all rights to these recordings regardless of the form in which they are produced or used.

COPYRIGHTS: The rights grants to the Released Parties herein include, without limitation, all rights of every nature whatsoever in connection with use of the Pictures, including without limitation al copyrights (and any other intellectual property rights) therein and renewals and extensions thereof. I acknowledge and agree that all copyrights and right of every other kind relating or pertaining to the Pictures described above are the sole property of 231 BABYLON CROSSFIT INC, D/B/A BABYLON CROSSFIT and I have no claim to the copyrights (or any other intellectual property rights) in the Pictures.

CHILD OF PARTICIPANT: I willingly assume full responsibility for any and all risks that I am exposing my child/children to as a result of bringing him/her/them with me to this Premises and Services and accept full responsibility for any injury or death that may result to them from their presence and/or unauthorized/unsupervised action and activity.

I hereby certify that I know of no medical problems that would increase his/her/their risk of illness, injury, or death as a result of his/her/their presence in the Premises. I willingly assume full responsibility of supervision of my child/children during my entire time at 231 BABYLON CROSSFIT INC, D/B/A BABYLON CROSSFIT.

With my full understanding of the above information, I agree to assume any and all risks to my child/children associated with my participation in any and all Services at this Premises.

NO REPRESENTATIONS BY COMPANY: I acknowledge that 231 BABYLON CROSSFIT INC, D/B/A BABYLON CROSSFIT makes no representation as to the condition or safety of the Premises or any equipment either on the Premises or used by my Child. I accept, and my Child shall use, the Premises, and its equipment, in its "AS IS" condition. I acknowledge and agree that I am not relying upon any representation or statement by 231 BABYLON CROSSFIT INC, D/B/A BABYLON CROSSFIT or

the Released Parties regarding this agreement or the Premises, except to the extent such representations are expressly set forth in this agreement. I am also aware of, and accept that **the Premises** is a **NON Air Conditioned facility**, with extreme indoor temperatures possibly exceeding 100 degrees fahrenheit during pre summer and summer months. I acknowledge that my Child may have exposure to the natural elements that could cause sunburn, dehydration, heat exhaustion, heat stroke, and heat cramps. I understand that the Premises may contain toys or other items that other children have brought along with them, and I willingly accept the risk related to these objects being around and/or in contact with my Child.

SERVICE ANIMAL: I understand that only dogs trained as service animals, within the definition of the Americans with Disabilities Act, to perform tasks or work for a person with a disability are permitted at 231 BABYLON CROSSFIT INC, D/B/A BABYLON CROSSFIT.

Service animals must be well-behaved and under control at all times. If the service animal is not under control, or behaving inappropriately, I understand that 231 BABYLON CROSSFIT INC, D/B/A BABYLON CROSSFIT may ask me to leave. Inappropriate behavior includes showing aggression, being disruptive, or not being housebroken. I understand that if the presence of the service animal poses a direct threat to the health or safety of others that cannot be mitigated, I may be asked to remove the service animal from the premises. I shall be liable for any damage or injury to any person or property caused by such animal as a result of my negligence or failure to control or properly handle the service animal. I will indemnify, defend, and hold harmless the Released Parties for any damages, loss, expenses, attorneys' fees, costs, judgments or liability which might accrue as the case may be, because of the my negligence or failure to control or properly handle the service animal.

WAIVER: 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 Services, I HEREBY WAIVE, RELEASE AND FOREVER DISCHARGE ANY AND ALL CLAIMS OR CAUSES OF ACTION, NOW KNOWN OR HEREAFTER KNOWN IN ANY JURISDICTION THROUGHOUT THE WORLD, AGAINST THE RELEASED PARTIES, INCLUDING, WITHOUT LIMITATION, ANY BODILY INJURY OR DISABILITY, ILLNESS OR DISEASE, ACCIDENT, DEATH, FINANCIAL LOSS, PROPERTY LOSS, DAMAGE, DESTRUCTION, DELAY, INCONVENIENCE OR OTHER HARM OF WHATEVER NATURE THAT MAY BE DIRECTLY OR INDIRECTLY RELATED TO, ARISING FROM OR SUSTAINED FROM PARTICIPATION IN THE SERVICES AND/OR USE OF THE PREMISES OR ACTIVITIES RELATED THERETO, NEGLIGENT FIRST AID OR EMERGENCY RESPONSE OF THE RELEASED PARTIES OR OTHER NEGLIGENT ACT OR OMISSION OR BREACH OF ANY EXPRESS OR IMPLIED WARRANTY OF ANY RELEASED PARTIES OR OTHERWISE, provided that nothing in this Section shall be deemed to release any Released Party from liability arising from their own willful or intentional injury to me or my property.

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CONSENT TO MEDICAL TREATMENT: I understand that the Services that take place on the Premises **may not be supervised** and that 231 BABYLON CROSSFIT INC, D/B/A BABYLON CROSSFIT does not provide medical services. I understand that certain prescribed medications may exacerbate these physiological changes and create an even greater risk of physical damage or death. In connection with any injury that I may sustain or illness or other medical conditions that I may experience during my presence at 231 BABYLON CROSSFIT INC, D/B/A BABYLON CROSSFIT, I authorize and consent to receive any emergency first aid, medication, medical and/or surgical treatment deemed necessary by the attending personnel and/or the Released Parties. I acknowledge that the Released Parties are under no obligation to provide such medical treatment or services, and the Released Parties do not warrant or make any representation concerning the adequacy or continuation of such medical services, nor can the Released Parties be deemed responsible or held liable for any claims arising out of the provision of such medical services or the failure to provide or to continue to provide such medical services. I further authorize the Released Parties to execute on my behalf any permission forms, consents or other appropriate documents relating to medical attention and to act on my behalf if not able or immediately available to do so and the same is urgent as determined in their sole discretion. I ACKNOWLEDGE AND AGREE THAT EMERGENCY ASSISTANCE AND/OR TREATMENT MAY BE RENDERED BY PERSONS WITH TRAINING OR EXPERIENCE WHICH MAY NOT BE ADEQUATE FOR CERTAIN MEDICAL SITUATIONS AND/OR THE INJURIES SUSTAINED BY ME, WHICH INJURIES MAY BE COMPOUNDED BY NEGLIGENT FIRST AID OR EMERGENCY RESPONSE OF THE RELEASED PARTIES OR OTHER INDIVIDUALS OR MEDICAL OR EMERGENCY PERSONNEL AND WAIVE ANY CLAIM IN RESPECT THEREOF. I expressly acknowledge that if 231 BABYLON CROSSFIT INC, D/B/A BABYLON CROSSFIT is located some distance from medical facilities, that such distance may exacerbate any injury or condition sustained by me. I shall be responsible for all costs associated with such medical care and related transportation.

PERSONAL PROPERTY: I am responsible for the security and safety of my own property and any personal effects I use, bring to or leave at the Premises, and that the Released Parties cannot guarantee the security or safety of my property. Should I leave any property at the Premises or otherwise in the custody of the Released Parties, I do so at my sole and absolute risk. None of the Released Parties shall have any liability to me or anyone else in the event of loss, damage, destruction or use, whether authorized or not, by any person or theft of any such property.

INDEMNIFICATION: I SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE RELEASED PARTIES, JOINTLY AND SEVERALLY, FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, DEMANDS, RIGHTS, LOSSES, COSTS, DAMAGES, EXPENSES, SETTLEMENTS, JUDGMENTS, CAUSES OF ACTION AND LIABILITIES OF ANY KIND WHATSOEVER, WHETHER FORESEEN OR UNFORESEEN, INCLUDING ATTORNEYS' FEES, IN LAW OR IN EQUITY, ARISING OUT OF OR RESULTING FROM ANY CLAIM RELATED TO MY PARTICIPATION IN THE SERVICES, INCLUDING WITHOUT LIMITATION, MY BREACH OF THIS AGREEMENT OR PREMISES RULES AND POLICIES, ANY INDIVIDUAL I INVITE TO THE PREMISES, OR ANY OTHER THIRD PARTY CLAIM RELATED TO THE SERVICES.

Further, I release and hold harmless CrossFit, Inc. and its officers, affiliates, directors, agents, staff, volunteers, suppliers, licensors, licensees and employees from and against any and all actions, judgments, settlements, claims, liabilities, losses, damages, expenses, and costs (including court costs and attorney's fees), including, without limitation, for any property damage, personal injury, death or any other action, claim, liability, loss, damage or expense against Affiliate based on Affiliate's operation of Affiliate's business or premises.

COVENANT NOT TO SUE: I agree, for myself and all my heirs, not to sue the Released Parties or initiate or assist in the prosecution of any claim for damages or cause of action against the Released Parties which I or my heirs may have as a result of any personal injury, death or property damage I may sustain while on or using the Premises.

GOVERNING LAW AND VENUE: This Release and Waiver of Liability agreement will be governed by and interpreted in accordance with the laws of the State of New York, without giving effect to the principles of conflicts of law. I agree that any action arising out of this Release and Waiver of Liability agreement must be brought exclusively in New York, Suffolk.

PARENTAL CONSENT: (if applicable) I, the undersigned parent or legal guardian of the minor child, have read the above and understood the foregoing assumption of risk, and release of liability, and agree to its terms on behalf of my child and myself. I understand that by signing below, I am giving up substantial rights on behalf of my child and myself.

I have fully read and fully understand 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 form I am waiving valuable legal rights. I have been provided an opportunity to ask an attorney questions regarding this form and any fitness related program, as well as questions for clarity. By signing, I am verifying that I have received adequate and sufficient answers to all of my questions.

Initial here:

☐ I agree to these terms.

Current Medical Conditions (Check any that apply) *
No answers to show...

Have you had surgery? If yes please provide more detail. *

Major Coronary Risk Factors: (check any that apply) *
No answers to show...

Do you take a Beta Blocker? *
☐ Yes ☐ No

Are you taking medication/supplements to help with weight loss? *
☐ Yes ☐ No

Current Movement/Mobility Limitations: (check any that apply) *
No answers to show...

Current Pain: (check any that apply) *
No answers to show...

Your Goals *
No answers to show...

Issues With Your Current Program: (check all that apply) *
No answers to show...

Sign your name below:

Please read the Electronic Records and Signature Disclosure
☐ I agree to use electronic records and signatures