

# ATHLETE WAIVER

**Full Name**

**Email Address**

**Gender**

**Street Address**

**City**

**Province/Region**

**Zipcode**

**Country**

**Date of Birth**

**Definitions:** In this Agreement, the following terms are defined as follows:

“CDS” means Crossfit Diamond Steel, LLC, its principals, agents, officers, employees, and volunteers.

“Claims” means any and all claims, liabilities, causes of action, and assertions of rights, including rights to payment, lien, or any other remedy, whether arising from tort, contract, or any other legal theory, and which arises or results from or is related in any way to my participation in any training activity, or class organized, offered, or directed by CDS, my use of any equipment owned or provided by CDS, or which occurs at any facility, land, or other property owned or operated by CDS. Without limitation, the term includes claims arising from or related to death, personal injury, and property damage, including to myself or to any other participant or third party.

**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 all Claims.

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

Initial here:

**Waiver, Release, and Indemnity:** 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 CDS, I, the undersigned hereby waive, release, indemnify, and hold CDS harmless against all Claims, and all related costs and expenses, including court costs and attorneys’ fees. **THIS WAIVER, RELEASE, AND INDEMNITY EXTENDS TO CLAIMS ARISING OUT OF, OR ASSERTED TO ARISE OUT CDS’ SOLE, CONCURRENT, COMPARATIVE OR CONTRIBUTORY NEGLIGENCE, BUT THIS INDEMNITY WILL NOT EXTEND TO THE EXTENT THE CLAIMARISES FROM THE INTENTIONAL OR GROSSLY NEGLIGENT ACTS OF CDS.**

**Photo/Video Release:** I hereby grant CDS permission to use my photograph/video image in any and all publications for CDS, including web site entries, without payment or any other consideration in perpetuity. I hereby authorize CDS to edit, alter, copy, exhibit, publish or distribute all photos and images. I waive the right to inspect or approve the finished product, including written or electronic copy, wherein my photo appears. Additionally, I waive any right to royalties or other compensation arising or related to the use of the photograph or video images. I hereby hold harmless and release and forever discharge CDS from all claims, demands, and causes of action which I, my heirs, representatives, executors, administrators, or any other persons acting on my behalf of on behalf of my estate which may have or may have by reason of this authorization.

**Attorneys’ Fees:** CDS will be entitled to recover its attorney’s fees and costs incurred in enforcing its rights under this Agreement.

**Binding Effect:** 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.

**Acceptance:** I have read and understood this Agreement, including the waiver, release, and indemnity, and I understand that signing it obligates me to indemnify the parties named for any liability Claims. I understand that by signing this form I am waiving valuable legal rights.

I agree to these terms.

**Sign your name below:**

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

I agree to use electronic records and signatures