

## EMERALD COAST CROSSFIT WAIVER & RELEASE

Full Name

Email Address

Gender

Street Address

City

Province/Region

Zipcode

Country

Date of Birth

### Waiver and Release of Liability

**Express assumption of risk:** I, the undersigned, am aware that there are significant risks involved in any physical training regimen. 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. **Injury may also result simply from the fact of physical training itself.** *By its very nature, physical training seeks to have me push beyond my physical and mental limits in order to produce a physical adaptation by my body. This requires feedback from me to my trainer regarding what is happening with my body. Excessive work can result (in rare cases) in exertional rhabdomyolysis. I should look for signs of excessive soreness, darkened urine, and pain in the kidney areas in the days following a particularly intense workout. While this type of injury is rare, it can occur due to a number of factors, including (but not limited to) genetic predisposition, medication, or other factors that are beyond the control of my trainer.* 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 training with Emerald Coast CrossFit.

Initial here:

I, the undersigned acknowledge that I have no **physical condition, illness, or impairment** that I know of that will endanger myself 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 available at Emerald Coast CrossFit, I, the undersigned hereby release CrossFit, Inc., its officers and directors, and Emerald Coast 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. If I am signing on behalf of a minor child, I also give full permission for any person connected with Emerald Coast 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.

Initial here:

**Indemnification:** The participant recognizes that there is risk involved in the types of activities offered by Emerald Coast 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 CrossFit, Inc. and Emerald Coast 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 Emerald Coast CrossFit.

Initial here:

**Photo/Video Release:** I hereby grant Emerald Coast CrossFit permission to use my photograph/video image in any and all publications for CrossFit, Inc. or Emerald Coast CrossFit, including on their websites or publications, without payment or any other consideration in perpetuity

I hereby authorize Emerald Coast CrossFit to edit, alter, copy, exhibit, publish or distribute all photos and images. I waive the right to inspect or approve the finished

...merely, Emerald Coast CrossFit shall retain the right, copy, publish, post, or otherwise use the subject's name and right to depict or approve the subject's 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.

Initial here:

I hereby hold harmless and release and forever discharge Emerald Coast CrossFit 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.

Initial here:

I am competent to contract in my own name. I have read this release, and I fully understand the contents, meaning, and impact of this release.

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 form I am waiving valuable legal rights.

☐ I agree to these terms.

**Do you smoke? \***

☐ Yes ☐ No

**Do you have any of the following? \***

No answers to show...

**Do you have any other health conditions we should be aware of? (please answer no, or if yes, explain) \***

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**Sign your name below:**

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

☐ I agree to use electronic records and signatures