

SUNSHINE WAIVER

Full Name

Email Address

Gender

Street Address

City

Province/Region

Zipcode

Country

Date of Birth

WAIVER AND RELEASE

1. I represent that I am physically capable of participating in exercise and other programming provided by Sunshine CrossFit and Sunshine Athletics (also known as Sunshine and Burpees LLC) and I hereby release all directors, officers, members, employees, agents, affiliates, representatives, successors, assigns and instructors and its licensor CrossFit, Inc. (collectively herein "SC/SA") from any liability resulting from activities undertaken: a) in or around SC/SA facilities; b) recommended by any person at SC/SA, whether or not that recommendation was in or around the SC/SA facilities; or c) at any SC/SA sponsored event.

2. I understand that physical exercise can be strenuous and subject to risk of serious injury and I understand that no exercise/activity program should be undertaken without the consent of a medical doctor and I am responsible for undertaking to obtain such consent.

3. I agree that if I engage in any physical activity, or use any SC/SA amenity, on the premises or off premises, including any sponsored SC/SA event, I do so entirely at my own risk. Any recommendations for changes in diet, including the use of food supplements and or weight reduction products are entirely my responsibility and I will undertake to consult a physician prior to undergoing any dietary or food supplement changes.

4. I agree that I am voluntarily participating in the activities provided, directly and indirectly by SC/SA and the use of facilities and premises provided and assume all risks of injury, illness or death.

5. I agree that SC/SA is not responsible for any loss of, or damage to, personal property.

6. I understand that exercises provided by SC/SA may be extremely demanding and I take full responsibility for knowing, monitoring and acting within my abilities and learning and incorporating any modifications or adaptations necessary to proceed with such activities in a safe and appropriate manner.

7. I agree that SC/SA shall not be liable or responsible for any injuries to me which may occur as a result of (a) my use of all amenities and equipment provided by SC/SA and my participation in any activities, classes, programming or instruction, (b) the sudden and unforeseen malfunctioning of any equipment, (c) SC/SA instruction, training, supervision or dietary recommendations, and (d) my slipping and or falling while in the facility, or on SC/SA's premises, including adjacent streets and sidewalk areas.

8. I acknowledge that I have read this Waiver and Release and understand that it is a release of liability.

9. I expressly agree to release and discharge SC/SA from any and all claims, causes of action or judgments that may arise out of any of the events noted in numbers 1 through 8 above and I agree to voluntarily forfeit or waive any right that I may otherwise have to bring legal action against SC/SA for personal injury or property damage. To the extent that statute or case law does not prohibit release or ordinary negligence, this release applies to any ordinary negligence on the part of SC/SA.

10. I grant SC/SA permission to use my likeness in photographs and videos in any and all of its publications and in any and all other media, in perpetuity, and for other use by SC/SA. I will make no monetary or other claim against SC/SA for the use of such photographs and video.

11. I understand that payment for all products, services and special programs is required in full at the point of sale, and that all sales are final, all payments for products and services are non-refundable, and services are non-transferable. I understand that SC/SA reserves the right to terminate my enrollment in any program or membership at any time. If such termination is due, in the sole judgement of SC/SA, to my unsafe, disruptive, uncooperative, negligent, reckless or otherwise improper conduct or omissions of, or violation of any policy or rule of SC/SA, I understand that all amounts previously paid will be forfeited.

12. I understand that SC/SA operates on a scheduled hourly appointment basis for private training sessions. When cancelling an appointment, I am required to provide 24-hour notice. However, if I cancel a session LESS than 24 hours to the scheduled time, I shall be charged in full for that training session.

By signing below, I acknowledge that I have read this release and understand all of its terms. I execute it voluntarily and with full knowledge of its significance. I expressly agree that this release shall be binding upon my heirs, executors, administrators and assigns. I am over 18 years of age (if not over 18, a parent or guardian must also sign below.)

I agree to these terms.

Do you have any injuries or pre-existing medical conditions? If none-write none. *

Yes No

If yes please describe (include any relevant surgical history)

What are your fitness goals?

How did you hear about us?

Sign your name below:

Please read the [Electronic Records and Signature Disclosure](#)
 I agree to use electronic records and signatures