

## Waiver and Release of Liability

Name of the gym

Address

Express assumption of risk: I, **the undersigned**, am aware that significant risks are involved in all aspects of physical training, including, but not limited to, the physical training inherent to CrossFit/Fitness/Exercising, and that my participation in any such physical training program carries with it the potential for death, injury, and/or property damage.

The risks include, but are not limited to, those caused by terrain, facilities, temperature, weather, condition of athletes, equipment, vehicular traffic, actions of other people including but not limited to, participants, volunteers, spectators, coaches, and trainers and lack of hydration. These risks are not only inherent to physical training and athletics, but are also present for volunteers and spectators.

I hereby assume all of the risks of participating, volunteering, or watching in any and all physical training, including CrossFit. I realize that liability may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective equipment or property owned, maintained or controlled by them or because of their possible liability without fault. With full understanding of the potential risks, **I HEREBY ASSUME THE RISKS OF PARTICIPATING, IN ANY WAY, IN PHYSICAL TRAINING SESSIONS, CLASSES, OR EVENTS, INCLUDING THE CROSSFIT/FITNESS PROGRAM.**

I certify that I am physically fit to participate in this physical training and have not been advised otherwise by a qualified medical person. I consent to receive medical treatment which may be deemed advisable in the event of injury, accident and/or illness during my participating in any training session, class or event.

I understand that this Accident Waiver and Release of Liability (*AWRL*) is being relied upon by the persons or entities being released, so that I may participate in the sessions, classes, or events. Further, this *AWRL* will govern my actions and responsibilities at the sessions, classes or events.

In the event that my actions or behaviors in a session, class, or event are **disrespectful, discriminatory, offensive, or simply unacceptable on the basis of sexual orientation, gender expression and identity, race, age, ethnicity and national origin, religion, disability, body size, relationship status, or otherwise** toward **GYM NAME** trainers or fellow clients, I understand that **GYM NAME** management reserves the right to discontinue my membership and require that I leave the property immediately.

At **GYM NAME**, we are committed to providing a safe and inclusive environment for all our staff and members that embraces diversity.

Discrimination, harassment, and/or abuse toward members and/or staff has no place at **GYM NAME** and includes but is not limited to acts of aggression,

violence, threat of violence, verbal abuse, damage to equipment/property, refusal of direction from staff.

This policy applies to everyone involved in the activities of our gym whether they are in a paid or unpaid/voluntary capacity, including coaches, other personnel participating in events/activities associated with **GYM NAME**, members, visitors and spectators.

Any member of the **GYM NAME** community has the right to raise concerns or make a complaint regarding discrimination, harassment, and/or abuse under this policy **without fear of retaliation**. Any and all inquiries regarding the application of this statement will be treated in a confidential manner to the maximum extent that is practical, and related policies may be referred to:

**Owner's Name and/or General Manager/Head Coach**

**Preferred Contact - Phone and or Email**

I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows:

I WAIVE, RELEASE, and DISCHARGE **GYM NAME and Owners Names**, their directors, officers, employees, volunteers, representatives, and agents from any and all liability, and any and all claims, rights, demands, or causes of action of whatsoever kind, for my injury, death, disability, damage, or property theft,

which may hereafter occur by participating in any physical training and/or CrossFit sessions, classes, or events.

I AGREE NOT TO SUE any of the entities or persons listed above for any of the claims or liabilities that I have waived, released and discharged herein; and I AGREE TO INDEMNIFY AND SAVE HARMLESS the parties herein released, from any loss, claim, expense, demand, or cause of action of any kind or character through the assertion by any party or stranger hereto of a claim or claims connected with the subject matter of this release, and from any loss incurred directly or indirectly by reason of the falsity or inaccuracy of any representation herein by the undersigned.

I understand that participants in any activities offered by **GYM NAME** may be photographed and/or videotaped during training for the purposes of promotion and education. I hereby consent to the use of these photographs and/or videos without compensation on the **GYM NAME** website or in any content published anywhere by **GYM NAME** or its representatives.

This *AWRL* shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law. In the event any part of this *AWRL* is deemed invalid, I agree that the remainder of the *ARWL* shall remain in full legal force and effect.

I have **read and understood** the foregoing assumption of risk, and release of liability.

I understand that signing it obligates me to indemnify and save harmless the parties herein released, from any loss, claim, expense, demand, or cause of action of any kind or character through the assertion by any party or stranger hereto of a claim or claims connected with the subject matter of this release, and from any loss incurred directly or indirectly by reason of the falsity or inaccuracy of any representation herein by the undersigned. **I understand that by signing this form I am waiving valuable legal rights.**

This *AWRL* contains the entire agreement between the parties hereto. The terms of this *AWRL* are contractual and not a mere recital. This *AWRL* is executed without reliance upon any representation by any person and the undersigned has carefully read and understands the contents of this *AWRL* and signs the same as their own free act. This *AWRL* shall apply to each and every time I participate in any session, class, or event.

Participant Signature : \_\_\_\_\_

Date : \_\_\_\_\_

Participant Name (printed) : \_\_\_\_\_

Signature of parent/guardian : \_\_\_\_\_

Date : \_\_\_\_\_