

WAIVER AND RELEASE OF LIABILITY

Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Address: \_\_\_\_\_

Phone #: ( ) \_\_\_\_\_ E-mail: \_\_\_\_\_

In case of emergency, please call: \_\_\_\_\_ This person is my: \_\_\_\_\_

Home Phone # ( ) \_\_\_\_\_ Work Phone # ( ) \_\_\_\_\_

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 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 workouts can result (in rare cases) in rhabdomyolysis. I should look for signs of excessive soreness, darkened urine, and pain in the kidney areas on the days following a particularly intense workout. 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, from any instruction or supervision, or from the usage of any LIFEWORX Fitness and CrossFit facility or equipment whether said activity, class, or usage occurs while training at the LIFEWORX Fitness and CrossFit facility or at an offsite location. I, the undersigned, acknowledge that I have no physical impairments or illnesses that will endanger myself or others.

INITIALS: \_\_\_\_\_

Release: In consideration of the above mentioned risks and hazards and in consideration of the fact that I am willingly and voluntarily participating in these activities and classes, and in the usage of the CrossFit and LIFEWORX Fitness and CrossFit facility and equipment, I, the undersigned hereby release LIFEWORX Fitness and 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 these activities, classes, training, equipment usage, or facility usage, including those allegedly attributed to the negligent acts or omissions of the above mentioned parties, whether or not the injuries are related to fitness activities and whether or not they occur at the LIFEWORX Fitness and CrossFit facility or at an offsite location.

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 LIFEWORX Fitness and CrossFit to administer any 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 that child to a medical facility deemed necessary for the well being of the child. I further agree to reimburse LIFEWORX Fitness and CrossFit for any expense or cost it has incurred in rendering any first aid and/or procuring any medical and/or surgical care for that child.

Indemnification: The participant recognizes that there is risk involved in the types of activities, classes, and usage of the equipment offered by LIFEWORX Fitness and 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 and LIFEWORX Fitness and 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 LIFEWORX Fitness and CrossFit.

I hereby grant LIFEWORX Fitness and CrossFit and its agents the irrevocable and unrestricted right to use, reproduce and publish photographs, video or film of me, including my image and likeness as depicted therein, for use in their publications of any kind including but not limited to their website and advertising and marketing materials. I hereby release LIFEWORX Fitness and CrossFit and any legitimately related entities from any and all claims, actions and liability relating to the use of said photographs or videos. This waiver and release of liability shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

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 or 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.

Further, I am aware of the legal consequences of this agreement, including that it prevents me from suing LIFEWORX Fitness and CrossFit, their principals, agents, employees and volunteers if I am injured or damaged for any reason as a result of participation in their activities, classes, personal training, or usage of their equipment or facilities, whether at the LIFEWORX Fitness and CrossFit facility or at an offsite location. IF THE PARTICIPANT IS A MINOR, his or her custodial parent must read and execute this agreement. I hereby warrant that I am the legal guardian or custodial parent of \_\_\_\_\_ (who is a minor) and agree, on my own and said minor's behalf to the terms and conditions of the foregoing agreement.

Signature of Participant: \_\_\_\_\_ Date: \_\_\_\_\_

If the participant is under the age of 18,

Signature of Parent or Guardian: \_\_\_\_\_ Date: \_\_\_\_\_

(Parent/Guardian) Print Name: \_\_\_\_\_