

# CrossFit XBA

## Release of Liability, Waiver of Claims, Assumption of Risk and Indemnity Agreement

BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

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

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

Email: \_\_\_\_\_ Telephone: ( \_\_\_\_\_ ) \_\_\_\_\_

How did you hear about us? Member/Google/CrossFit Website/Other \_\_\_\_\_

### **CrossFit XBA recommends that you clear your participation in any exercise program with your physician.**

CrossFit XBA owners, volunteers, directors, officers, employees, coaches, instructors, agents, official, independent contractors, representative, successors and assigns (hereinafter referred to as CrossFit XBA).

**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 me, my training partner, or other people around me, injury or death due to improper use or failure of equipment. I am aware that any of these above mentioned risks may result in serious injury or death to me 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 at, or with any representative, coach, staff, independent contractor, volunteer of CrossFit XBA. I, the undersigned acknowledge that I have no physical impairments or illnesses that will endanger others or myself.

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 the activities available at CrossFit XBA, I, the undersigned hereby release CrossFit XBA, 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, representative, 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.

I hereby give permission for images of myself, my child(ren), or relative(s) present with me while at CrossFit XBA or with staff of CrossFit XBA captured either through video-record, photography, or digital imaged during classes, programs, workshops, social or training functions at (or with) CrossFit XBA to be used solely by CrossFit XBA for promotional material and media distribution. I waive any and all rights of compensation or ownership of aforementioned images.

**If I am signing of behalf a minor child,** I also give full permission for any person connected with CrossFit XBA to administer first aid if 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.

Initials: \_\_\_\_\_

**Indemnification:** The participant recognizes that there is risk involved in the types of activities offered by CrossFit XBA. 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 XBA 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 CrossFit XBA.

**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 a 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.**

Client Name(Signature) \_\_\_\_\_ Date: \_\_\_\_\_

Client Name (Print) \_\_\_\_\_

IF PARTICIPANT IS UNDER THE AGE OF 18

Parent/Guardian Name (Signature) \_\_\_\_\_ Date: \_\_\_\_\_

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