CrossFit 1976 PARTICIPANT WAIVER, RELEASE OF LIABILITY, COVENANT NOT TO SUE & IMAGE RELEASE

In consideration of being allowed to participate in any way in the above referenced program, I, the undersigned, acknowledge, covenant and agree that:

1. The risk of injury and/or death from the activities involved in any physical training regimen is significant including, but not limited to the following: (i) drowning; (ii) near-drowning; (iii) sprains; (iv) strains; (v) fractures; (vi) heat and cold injuries; (vii) over-use syndrome; (viii) injuries involving vehicles; (ix) animal bites and/or stings; (x) contact with poisonous plants; (xi) accidents involving, but not limited to paddling, climbing, biking, hiking, skiing, snow shoeing, travel by boat, truck, car, or other convenience;(xii) heart attack and (xiii) the potential for permanent paralysis and/or death due to negligence on the part of myself, my training partner, or other people around me. While particular rules, equipment, and personal discipline may reduce this risk, the risk of death or serious injury does exist;

2. 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 work can result (in rare cases) in exertional rhabdomyolosis. I should look for signs of excessive soreness, darkened urine, and pain in the kidney areas in the days following a particularly intense workout.

3. After opportunity to fully inform myself about the program, I knowingly and freely assume and accept all such risks, both known and unknown, and assume full responsibility and all risks for my participation in the Program;

4. I voluntarily agree to comply with the stated and customary terms and conditions for participation. If, however, I observe any unusual and/or significant hazard during my presence or participation, I will remove myself from participation and bring such hazard to the attention of the nearest coach;

5. I, for myself and on behalf of my heirs, assigns, personal representatives and/or next of kin, forever WAIVE, RELEASE, DISCHARGE and COVENANT NOT TO SUE CROSSFIT 1976 and their officers, directors, representatives, officials, principals, agents and/or employees, subsidiaries, and/or assigns, as well as their independent contractors, sponsoring agencies, sponsors, advertisers, volunteers, and if applicable, owners and lessors of the premises used to conduct the Program (collectively, the "Releasees"), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, and/or loss or damage to person or property, incurred by me in connection with participation in the Program. I further agree to indemnify, defend and hold harmless Releasees from any loss, liability, cost, claim or damages arising from my participation in or association with activities and events organized and sponsored by the CROSSFIT 1976 or connected with the Program.

6. I attest and verify that, unless otherwise indicated below, I am over 18 years of age, am free from all illnesses, injuries and defects that could interfere with my safe participation in the Program and that I am physically fit and sufficiently trained to participate in all activities associated with the Program. My participation in activities and events organized or sponsored by CROSSFIT 1976 is entirely voluntary. I further certify and represent that I will possess and be covered by medical/health insurance, individually or as part of an organization.

7. I consent to administration of first aid and other medical treatment in the event of injury or illness and hereby release and indemnify Releasees from any and all liability or claims arising out of such treatment.

8. The Releasees reserve the right, in their sole and absolute discretion, to postpone, cancel, or modify the program due to weather conditions, Acts of God or other factors beyond the control of the Releasees that might affect the health and/or safety of the participants. No refunds will be granted.

9. I irrevocably grant unlimited permission to Releasees, to use, reproduce, sell and distribute any and all photographs, images, videotapes, motion pictures, recordings, or any other depiction of any kind of me or of my participation in the Program or related activity for any legitimate purpose in perpetuity and I understand that I shall not be entitled to any compensation therefore.

10. Any individual who uses or participates in the Licensed Services as offered by Affiliate shall release and hold harmless CrossFit, and CrossFit's officers, affiliates, directors, agents, staff, volunteers, suppliers, licensors, licensees and employees from and against any and all actions, judgments, settlements, claims, liabilities, losses, damages, expenses, and costs (including court costs and attorney's fees), including, without limitation, for any property damage, personal injury, death or any other action, claim, liability, loss, damage or expense against Affiliate based on Affiliate's operation of Affiliate's business or premises.

I have read this release of liability and assumption of risk agreement, fully understand its terms, understand that I have given up substantial rights by signing it, and sign it freely and voluntarily without any inducement. I, the undersigned acknowledge that I have no physical impairments or illnesses that will endanger myself or others.

Participant Name (PRINT): _____ Email Address: _____ Birthdate: _____

Phone #:_____ Address:_____

Signature _____ **Date** _____

EMERGENCY CONTACT (required) Name _____ Phone _____

MINORS: IF UNDER 18 – SIGNATURE OF PARENT OR GUARDIAN (required)

The undersigned, _____, hereby certifies, warrants and represents that I am the legal parent or guardian of _____,the signer of the above Release (the "Participant"), and that after fully informing myself regarding the nature and risks of the Program, I give my permission for Participant to participate in the same and by my signature below I fully ratify, accept and agree to all of the terms of the above Release both for myself individually and as legal parent or guardian of the Participant.

Signature _____ Relationship to minor _____