



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

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

Participants Name _____	Date of Birth _____
Address _____	
Email _____	(H) _____ (M) _____

TO: CrossFit Effects, owners, volunteers, directors, officers, employees, trainers, instructors, agents, officials, independent contractors, servants, representatives, successors and assigns (hereinafter referred to as "CFX")

DEFINITIONS:

In this agreement:

a) The term "ATHLETIC ACTIVITY OR "ATHLETIC ACTIVITIES" includes but is not limited to personal training, fitness classes, team or individual competitions, fitness assessments, use of facilities, observation of athletic activities, Olympic lifting, power lifting, strongman training or competitions, gymnastics, strength conditioning, metabolic conditioning, plyometrics, interval training, bodyweight conditioning, bouldering, rope climbing, macro climbing, stretching, outdoor running on trails or sidewalks, sports, and programs, clinics, seminars, and services provided to the athlete by CFX.

b) The term "INJURY" shall refer to all forms of physical, mental, and emotional injury in any way related to athletic activity and transportation activities including, but not limited to: death, breaks, strains, lacerations, dislocations, exercise induced rhabdomyolysis, heart failure, concussion, frostbite, hypothermia, heat illness, dehydration, trauma, anxiety, and fears.

DISCLAIMER:

CFX and their owners, volunteers, directors, officers, employees, trainers, instructors, agents, officials, independent contractors, servants, representatives, successors and assigns (hereafter referred to as CFX) are not responsible for any death, injury, loss, or damage of any kind suffered by any person while using CFX facilities, participating in or watching CFX activities, caused in any manner whatsoever including, but not limited to, the negligence of CFX. I am aware that athletic activities have inherent dangers and risks including but not limited to the potential for serious personal injury or death caused by any CFX athletic activities or any condition of the facilities or equipment of CFX, some of which include:

- a. Transient light-headedness, fainting, abnormal blood pressure, chest discomfort, muscle cramps, muscle soreness, pain, discomfort, fatigue, nausea, heart failure, exercise induced rhabdomyolysis, and so forth;
- b. All manner of injury resulting from slipping or falling, either roped or unroped, while jumping, skipping, running, walking, lifting, climbing, and impacting against the floor, walls, equipment, other athletes, or any permanent or temporary fixtures or equipment;
- c. Abrasion, entanglement, lacerations, bruising, dislocation, and other injuries resulting from activities on or near stands, racks, weight bars, pull up bars, walls, ropes, cargo nets, medicine balls, and plyo boxes;
- d. Injuries resulting from falling athletes or objects such as weights, dumbbells, bars, medicine balls, ropes, and so forth or by any objects dropped by other persons conducting athletic activities or assisting others;
- e. Failure of the equipment, racks, stands, bars, attachments, anchors, ropes, harnesses; And, I do hereby further acknowledge and agree:
 - a. That the athletic activities I am participating in requires a moderate to high degree of effort, are designed to be high intensity, and are intended to maximally challenge my cardiovascular endurance, stamina, strength, flexibility, speed, power, coordination, agility, balance, and accuracy;
 - b. That I will honestly represent my level of fitness, health, nutrition, use of medication, medical history, and current physical, mental, and medical condition to CFX;
 - c. That although CFX takes steps to reduce the risks and increase the safety of all athletic activities, it is not possible for CFX to make these athletic activities completely safe;
 - d. That I am personally responsible for my preparation prior to athletic activities, my concentration and attention during these athletic activities, and for my post activity rest and recovery;
 - e. That I will learn and obey the rules and regulations of CFX, and that I will follow the instructions and directions of CFX during athletic activities;
 - f. That I will inform CFX immediately should I feel any pain, discomfort, fatigue, nausea or other symptoms that I may suffer during and immediately after athletic activities.
 - g. That I may stop participating at any time and that I may be directed to stop by CFX should I display noticeable signs of distress.
 - h. That I consent to receive first aid and medical treatment by the CFX in the event of an accident, injury or illness during athletic activity.
 - i. That CFX may videotape, audiotape, or photograph you for instructional and promotional purposes without payment of any kind to you and without further notice to you or permission from you.

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RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of CFX, allowing me to participate in CFX Athletic Activities, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS that I have or may have in the future against CFX and their owners, volunteers, directors, officers, employees, trainers, instructors, agents, officials, independent contractors, servants, representatives, successors and assigns (all of whom are hereinafter referred to as the "RELEASEES") and TO RELEASE THE RELEASEES from any and all liability for any loss, damage, expense or injury including death that I may suffer or that my next of kin may suffer as a result of my participation in climbing and transportation activity, DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, ON THE PART OF THE RELEASEES, AND INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF ATHLETIC ACTIVITIES;

2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any property damage or personal injury to any third party resulting from my participation in Athletic Activities;

3. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any costs they may incur for medical costs, emergency transportation, and litigation resulting from my participation in Athletic Activities;

4. That this Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity;

5. This Agreement and any rights, duties and obligations as between the parties to this Agreement shall be governed by and interpreted solely in accordance with the laws of NSW Australia and no other jurisdiction; and

6. Any litigation involving the parties to this Agreement shall be brought solely within NSW and shall be within the exclusive jurisdiction of the Courts of NSW.

In entering into this Agreement I am not relying on any oral or written representations or statements made by CFX with respect to the safety of athletic activities other than what is set forth in this Agreement.

I CONFIRM THAT I AM THE FULL AGE OF EIGHTEEN (18) YEARS AND I HAVE READ AND UNDERSTOOD THIS AGREEMENT PRIOR TO SIGNING IT, AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST CFX.

Privacy and protection of information: WE WILL NOT SELL OR RELEASE YOUR PERSONAL INFORMATION.

Date _____	Location _____
Participants Signature _____	CFX Witness Signature _____
Participants Name _____ (Please Print)	CFX Witness Name _____

This agreement must be completed in full, initialled where indicated, dated, signed and witnessed prior to participating in any CFX athletic Activities.

Regards,

CFX

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