

# CrossFit 222 Fitness Waiver and Release of Liability

In consideration of my voluntary use of the exercise facilities and equipment at CrossFit 222 (the "Company"), I expressly agree and contract, on behalf of myself, my heirs, executors, administrators, successors and assigns, that the Company and its insurers, employees, officers, owners, other participants, coaches, lessors, sponsors, advertisers, agents and associates ("Releasees") shall not be liable for any damages arising from personal injuries, including death or damages to personal property, sustained by me in, on, or about the Company's premises or as a result of the use of the equipment or facilities. By executing this waiver and release of liability, I accept and assume full responsibility for any and all injuries, damages (both economic and non-economic), and losses of any type, which may occur to me, and I hereby fully and forever release and discharge Releasees from any and all claims, demands, damages, rights of action, or causes of action, resulting from or arising out of the use of the Company's facility or equipment. I expressly agree to indemnify and hold the Releasees harmless against any and all claims, demands, damages, rights of action, or causes of action, that may arise from injuries or damages sustained by me.

Rhabdomyolysis (hereinafter referred to as "Rhabdo") can occur when an individual's physical activity is so intense that muscular cells begin to breakdown and the contents and/or remaining materials enter the bloodstream. Rhabdo may be caused by many other systemic or environmental causes. However, Exertional Rhabdo can occur in athletes of *all* levels of fitness, resulting in muscle cell destruction. The skeletal muscle breakdown impairs kidney function as those organs are unable to handle increased enzymes that are released into the bloodstream. This induces severe physiological changes in the body. The symptoms of Rhabdo include muscle pain, stiffness and extreme weakness, darkening of the urine (similar to the color of tea or cola), decreased urine output, altered mental status, swelling of the body part involved, either with or without pain. A Rhabdo symptom is pain out of proportion to the amount of soreness that one would generally expect, often producing pain much quicker than one would expect after a workout. I understand that any concerns on my part that I am experiencing any of the symptoms of Rhabdo require immediate presentation to a hospital for emergency treatment. I acknowledge that no third party, either from the facility or otherwise, will be capable of monitoring my urine output or color, and it is my responsibility to be continually cognizant of this symptom and all other symptoms and to monitor them in my own body at all times. I agree that I will remove myself from participation and seek medical treatment of my own accord should I have any concerns regarding possible symptoms of Rhabdo.

I agree to comply with all rules imposed by the Company regarding the use of its facility, its equipment, exercise, and training activities. I understand and acknowledge that the use of exercise equipment and training activities involves risk of serious injury, including permanent disability and death. I knowingly and freely assume all such risks, both known and unknown, even if arising from the negligence of the Releasees or others, and assume full responsibility for my participation. I will notify the Company of any unusual hazard during my participation and will cease participation around such hazard.

I understand and agree that the Company is not responsible for property that is lost, stolen, or damaged while in, on, or about the Company's facility.

If any portion of this release from liability shall be deemed by a Court of competent jurisdiction to be invalid, then the remainder of this release shall remain in full force and effect.

**I HAVE READ THIS WAIVER AND RELEASE OF LIABILITY, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.**

**Print Name:** \_\_\_\_\_

\_\_\_\_\_ DATE SIGNED : \_\_\_\_\_  
(Participant's Signature)

## FOR PARTICIPANTS UNDER AGE 18 AT THE TIME OF REGISTRATION

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all the Releasees, and for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liabilities incident to my minor child's involvement or participation with the Company, EVEN IF ARISING FROM NEGLIGENCE, to the fullest extent permitted by law.

\_\_\_\_\_ DATE SIGNED : \_\_\_\_\_  
(Parent/Guardian Signature)  
Emergency Phone Number:\_(\_\_\_\_\_)\_\_\_\_\_