

Personal Information

Name: _____ Date of Birth: _____

Address: _____ Phone # (____) _____

_____ Email: _____

In case of emergency, I would like Train Harder Crossfit to call:

Mr/Ms. _____

Phone# (____) _____ Work phone # (____) _____

This person is my: (parent, friend, spouse, etc.): _____

Waiver and Release of Liability

Train Harder Crossfit / 1023 Gunn Hwy, Odessa, FL 33556

READ THIS WAIVER AND RELEASE OF LIABILITY FULLY AND CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS. AGREEING TO THE TERMS HEREOF IS A CONDITION OF ACCESS TO THE TRAIN HARDER CROSSFIT GYM AND ANY CROSSFIT EVENT, VENUE OR OTHER FACILITY ASSOCIATED WITH TRAIN HARDER CROSSFIT.

General.

I, also referred to herein as Member, 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, and 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).

Rhabdomyolysis ("Rhabdo").

Rhabdo can occur when physical activity is so intense that one's muscular cells begin to breakdown and enter the bloodstream. The symptoms include muscle pain, stiffness and extreme weakness, darkening of the urine, decreased urine output, altered mental status and swelling of the body part involved. 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 and understand that all individuals engaged in demanding workouts are potentially exposing themselves to Rhabdo or other injuries/negative physical results. I acknowledge and understand that I am the only individual capable of determining if I am experiencing Rhabdo symptoms. I hereby agree and do willingly assume responsibility for any injury or death that may result from participating in this significantly demanding physical activity.

Medical Information and Treatment.

Information received from Train Harder Group Inc, DBA Train Harder CrossFit is not medical, nor nutritional, advice. It is not intended to diagnose, cure, or treat any current or future medical conditions. It is advised that you consult your physician before starting any type of wellness program which could include, but not be limited to exercise, changes in eating habits, and changes in lifestyle habits.

In connection with any injury that I may sustain or illness or other medical conditions that I may experience during my presence at the Train Harder CrossFit gym or other venue associated with Train Harder CrossFit, I authorize and consent to receive any emergency first aid, medication, medical and/or surgical treatment deemed necessary by the attending personnel or the Train Harder CrossFit employees and agents. I acknowledge that no one is under an obligation to provide such medical treatment or services, and Train Harder CrossFit does not warrant or make any representation concerning the adequacy or continuation of such medical services, nor be deemed responsible or held liable for any claims arising out of the provision of such medical services or the failure to provide or to continue to provide such medical services.

Open Gym Unstaffed Hours:

Use of Train Harder CrossFit facilities under the unstaffed open gym hours are not monitored by Train Harder CrossFit employees, and your use of the equipment and facilities is at your own risk. Train Harder CrossFit will not be responsible or liable for any injury or damages incurred by you arising out of or related in any way with your use of the equipment and facilities. Use of open gym is at sole discretion of Train Harder CrossFit and any violation of the rules and regulations can result in cancellation of membership. Rules and regulations for “open gym” privileges are posted at the gym, and such privileges can be revoked at anytime! All minors must be accompanied by a parent during open gym.

Equipment.

I agree to inspect before use all equipment offered for use at the Train Harder CrossFit gym or any other venue associated with Train Harder CrossFit, including without limitation, exercise and fitness equipment and apparatus or other equipment and to ask questions of the Train Harder CrossFit employees and/or instructors if I do not fully understand how to use the equipment. I accept the equipment for use “as is”.

Audio/Visual Release.

I agree to give Train Harder CrossFit the right to use, or publish all photographs, or videos, of me while engaged in activities at Train Harder CrossFit, in conjunction with my name, in print and on the web. I hereby warrant that I am of full age and have the right to contract in my own name.

Minor Child.

If I am executing this Waiver and Release of Liability on behalf of a minor child, I also give full permission for any person connected with Train Harder Crossfit to administer 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 the child to a medical facility deemed necessary for the well being of the child.

Waiver, Hold Harmless, Assumption of the Risk, and Indemnification.

(a) **WAIVER AND HOLD HARMLESS OF CLAIMS FOR PERSONAL INJURY OR DEATH:** TRAIN HARDER CROSSFIT SHALL NOT BE RESPONSIBLE FOR ANY PERSONAL INJURY TO OR DEATH OF MEMBER CAUSED BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF TRAIN HARDER CROSSFIT OR ANY OF ITS MEMBERS, EMPLOYEES, AGENTS, OFFICERS, DIRECTORS, CONTRACTORS OR OTHER PERSONS IN OR NEAR THE GYM OR ANY OTHER VENUE ASSOCIATED WITH TRAIN HARDER CROSSFIT (“RELEASED PARTIES”). NOR SHALL TRAIN HARDER CROSSFIT BE RESPONSIBLE FOR ANY PERSONAL INJURY OR DEATH TO MEMBER CAUSED BY ACTIONS OR INACTIONS OF ANY THIRD-PARTIES OR THE RESULT OF NATURAL CAUSES, SUCH AS STORM, WIND, ETC. MEMBER HEREBY HOLDS HARMLESS AND RELEASES TRAIN HARDER CROSSFIT AND ANY OF ITS MEMBERS, EMPLOYEES, AGENTS, OFFICERS, DIRECTORS, OR OTHER PERSONS IN OR NEAR THE GYM FOR ANY OF THE CLAIMS OR DAMAGES DESCRIBED IN THIS PARAGRAPH (a).

(b) **ASSUMPTION OF THE RISK:** MEMBER ACKNOWLEDGES AND REPRESENTS TO TRAIN HARDER CROSSFIT THAT MEMBER UNDERSTANDS THAT MEMBER HEREBY ASSUMES ALL RISKS ASSOCIATED WITH THE ACTIVITIES OR ANY OTHER EVENTS OCCURING AT THE GYM, OR ANY OTHER VENUE ASSOCIATED WITH TRAIN HARDER CROSSFIT, WHICH RISKS INCLUDE, BUT ARE NOT LIMITED TO SERIOUS PERSONAL INJURY TO OR DEATH OF MEMBER. MEMBER HEREBY AGREES TO ASSUME AND ACCEPT ALL SUCH RISKS, INCLUDING, BUT NOT LIMITED TO, ALL RISKS DESCRIBED IN PARAGRAPH (a) AND (b) HEREOF. MEMBER FURTHER ACKNOWLEDGES AND REPRESENTS THAT MEMBER IS AWARE THAT TRAIN HARDER CROSSFIT WILL NOT PROVIDE SECURITY FOR STORAGE OF ANY PERSONAL PROPERTY OR ITEMS, AND THAT MEMBER ASSUME ALL RISKS ASSOCIATED WITH SUCH STORAGE.

(c) **INDEMNIFICATION OF CLAIMS FOR PROPERTY DAMAGE OR THEFT, AND PERSONAL INJURY OR DEATH:** TO THE FULLEST EXTENT PERMITTED BY LAW, MEMBER AGREES TO DEFEND, (INCLUDING PAYING TRAIN HARDER CROSSFIT’S ATTORNEYS’ FEES, COSTS AND EXPENSES ASSOCIATED WITH ANY LITIGATION), INDEMNIFY, AND HOLD HARMLESS, TRAIN HARDER CROSSFIT, AND ITS MEMBERS, EMPLOYEES, AGENTS, OFFICERS, DIRECTORS, CONTRACTORS, OR OTHER PERSONS IN OR NEAR THE GYM, OR ANY OTHER VENUE ASSOCIATED WITH TRAIN HARDER CROSSFIT, AGAINST ANY AND ALL CLAIMS, DEMANDS, SUITS OR LOSSES, AND FOR ANY DAMAGES WHICH MAY OTHERWISE BE ASSERTED, CLAIMED OR RECOVERED AGAINST OR FROM TRAIN HARDER CROSSFIT, ITS MEMBERS,

EMPLOYEES, AGENTS, OFFICERS, DIRECTORS, CONTRACTORS, OR OTHER PERSONS IN OR NEAR THE GYM, WHICH RELATE TO OR ARISE FROM ANY OF THE RISKS DESCRIBED IN PARAGRAPH (a) (b) AND (c) HEREOF.

Laws.

In the event any portion of this Waiver and Release of Liability shall be deemed to be in violation of any law of the United States or any law of the State of Florida, said portion, and said portion only, shall be deemed null and void, and the balance of this Waiver and Release of Liability shall remain in full force and effect. This Waiver and Release of Liability shall be interpreted in accordance with the laws of the State of Florida. The Parties hereto agree that any action brought to enforce this Agreement shall be brought in the Circuit Court of the Thirteenth Judicial Circuit, in and for, Hillsborough County, Florida, and hereby waive all defenses to personal jurisdiction and venue, including forum non-conveniens.

Waiver of Jury Trial.

TRAIN HARDER CROSSFIT AND MEMBER HEREBY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS WAIVER AND RELEASE OF LIABILITY OR USE OF THE GYM (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY).

Covenant Not To Sue: I, on behalf of myself and my heirs, executors, administrators, personal representatives, and/or anyone else claiming on my behalf, agree never to institute any suit or action at law or otherwise against any of the Released Parties, or to initiate or assist in the prosecution of any claim for damages or cause of action which I or my heirs, executors, administrators, personal representatives, and/or anyone else claiming on my behalf, may have by reason of injury to my person or property, or my death, arising from my use of the gym, whether caused by the negligence and/or other fault, either active or passive, of any of the Released Parties, or from any other cause. Should any such suit or action at law or otherwise be instituted against any of the Released Parties, I agree that such Released Parties shall be entitled to recover attorneys' fees and costs incurred in defense of such suit or action, including any appeals therefrom.

Miscellaneous.

This Waiver and Release of Liability may not be transferred or assigned to another person or entity by the Member, and the Member does not have the authority or right to allow any person or entity to use the Train Harder CrossFit gym.

This Waiver and Release of Liability may not be altered, amended, or modified except by an instrument in writing executed by the Member.

A waiver of any condition or term of this Waiver and Release of Liability by Train Harder CrossFit shall not be deemed a continuing waiver of that term or condition nor shall it be deemed a waiver of any other condition or term of this Waiver and Release of Liability.

I have read and understood the foregoing Waiver and Release of Liability and I understand that by agreeing here it obligates me to indemnify the parties named for any liability for injury or death of any person and damage to property caused by my negligent, grossly negligent, or intentional act or omission. **I UNDERSTAND THAT BY SIGNING THIS FORM I AM WAIVING VALUABLE LEGAL RIGHTS.**

Signature of Member: _____ **Date:** _____

If the participant is under the age of 18,

Signature of Parent or Guardian: _____ **Date:** _____

(Parent/Guardian) Print Name: _____