

**CrossFit Saint John**

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. PLEASE READ CAREFULLY!**

Please Print Carefully

Athlete Name: \_\_\_\_\_ Birthdate \_\_\_\_\_

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

Telephone Number \_\_\_\_\_ Email \_\_\_\_\_

Emergency Contact Name \_\_\_\_\_

Relationship \_\_\_\_\_ Telephone Number \_\_\_\_\_

**TO: CrossFit Saint John, owners, volunteers, directors, officers, employees, trainers, instructors, agents, officials, independent contractors, servants, representatives, successors, assigns, and Abbass Color (hereinafter referred to as "CFSJ")**

**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, crossfit, Olympic lifting, powerlifting, 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 CFSJ.

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.

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**DISCLAIMER:**

CrossFit Saint John and their owners, volunteers, directors, officers, employees, trainers, instructors, agents, officials, independent contractors, servants, representatives, successors and assigns (hereafter referred to as CFSJ) are not responsible for any death, injury, loss, or damage of any kind suffered by any person while using CFSJ facilities, participating in or watching CFSJ activities, caused in any manner whatsoever including, but not limited to, the negligence of CFSJ.

Initials

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 CFSJ athletic activities or any condition of the facilities or equipment of CFSJ, Abbass Color, 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, pullup 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;

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And, I do hereby further acknowledge and agree:

a. that the athletic activities I am participating in requires a very high degree of effort and skill, 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 CFSJ;

c. that although CFSJ takes steps to reduce the risks and increase the safety of all athletic activities, it is not possible for CFSJ 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 CFSJ, and that I will follow the instructions and directions of CFSJ during athletic activities;

f. that I will inform CFSJ immediately should I feel any pain, discomfort, fatigue, nausea or other symptoms that I may suffer during and immediately after athletic activities.

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- g. that I may stop participating at any time and that I may be directed to stop by CFSJ should I display noticeable signs of distress.
- h. that I consent to receive first aid and medical treatment by the CFSJ in the event of an accident, injury or illness during athletic activity.
- i. that CFSJ 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 CFSJ, allowing me to participate in CFSJ 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 CFSJ and their their owners, volunteers, directors, officers, employees, trainers, instructors, agents, officials, independent contractors, servants, representatives, successors, assigns, and Abbass Color (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;**

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- 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 the Province of New Brunswick and no other jurisdiction; and
- 6. Any litigation involving the parties to this Agreement shall be brought solely within the Province of New Brunswick and shall be within the exclusive jurisdiction of the Courts of the Province of New Brunswick.

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In entering into this Agreement I am not relying on any oral or written representations or statements made by the Releasees 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 NINETEEN (19) 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 THE RELEASEES.**

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_ at Saint John, New Brunswick.

Athlete Signature \_\_\_\_\_ CFSJ Witness signature \_\_\_\_\_

Athlete Name (please print) \_\_\_\_\_ CFSJ Witness name \_\_\_\_\_

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

This agreement must be completed in full, initialed where indicated, dated, signed and witnessed prior to participating in any CFSJ athletic activities.