



Client Name: _____ Date of Birth: _____

WAIVER AND RELEASE OF LIABILITY

EXPRESS ASSUMPTION OF RISK: I, THE UNDERSIGNED CLIENT, AM AWARE THAT THERE ARE SIGNIFICANT RISKS INVOLVED IN ANY PHYSICAL TRAINING REGIMEN. I FURTHER ACKNOWLEDGE THAT SUCH RISKS INCLUDE, BUT ARE NOT LIMITED TO, INJURIES CAUSED BY THE NEGLIGENCE OF AN INSTRUCTOR OR OTHER PERSON, DEFECTIVE OR IMPROPERLY USED EQUIPMENT, OVER-EXERTION, SLIP AND FALL BY CLIENT, OR AN UNKNOWN HEALTH PROBLEM OF CLIENT. I AGREE TO ASSUME ALL RISK AND RESPONSIBILITY ARISING FROM PARTICIPATION IN THE PHYSICAL ACTIVITIES. I AFFIRM THAT I AM IN GOOD PHYSICAL CONDITION AND DO NOT SUFFER FROM ANY DISABILITY THAT WOULD PREVENT OR LIMIT PARTICIPATION IN THE PHYSICAL ACTIVITIES. I ALSO ACKNOWLEDGE PARTICIPATION WILL BE PHYSICALLY AND MENTALLY CHALLENGING, AND THAT IT IS MY RESPONSIBILITY TO SEEK COMPETENT MEDICAL ADVICE REGARDING ANY CONCERNS OR QUESTIONS CONCERNING MY ABILITY TO TAKE PART IN SEABRIGHT CROSSFIT'S PHYSICAL ACTIVITIES. I further understand that failure to execute the movements I will be taught could result in injury and that it is incumbent I use good body mechanics as instructed in order to mitigate these risks.

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 current physical 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 rhabdomyolysis. I should look for signs of excessive soreness, darkened urine, and pain in the kidney areas in the days following a particularly intense workout.

I AFFIRM THAT I AM CAPABLE OF PARTICIPATING IN THE PHYSICAL ACTIVITIES. I AGREE TO ASSUME ALL RISK AND RESPONSIBILITIES FOR EXCEEDING MY PHYSICAL LIMITS.

I ALSO ACKNOWLEDGE THAT I HAVE NO PHYSICAL IMPAIRMENTS OR ILLNESSES THAT WILL ENDANGER MYSELF OR OTHERS.

Initials: _____

I have been advised that California Civil Code 1542 provides that: A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR. I UNDERSTAND AND ACKNOWLEDGE the significance and consequences of California Civil Code 1542, and hereby elect to waive the benefits of its provisions, with the intent that this release shall include claims known or unknown, and unknown and unsuspected.

RELEASE: In consideration of the above mentioned risks and hazards and in consideration of the fact that I am willingly and voluntarily participating in the activities available at Seabright CrossFit, I, the undersigned hereby release Seabright CrossFit (as well as any of its owners, principals, agents, employees, or other agents including independent contractors and volunteers) from any and all liability, claims, demands, actions or rights of action, which are related to, arise out of, or are in any way connected with my participation in this activity, including but not limited to those allegedly attributed to the negligent acts or omissions of the above mentioned parties, arising out of participation in any Seabright CrossFit activities. I understand that I will not be permitted to Participate in CrossFit Activities without executing this Waiver and Release of Liability.

This agreement shall be binding upon me, my successors, representatives, heirs, executors, assigns, or transferees. If any portion of this agreement is held invalid, I agree that the remainder of the agreement shall remain in full legal force and effect.

If I am signing on behalf of a minor child, I also give full permission for any person connected with Seabright CrossFit to administer any 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 as deemed necessary for the wellbeing of the child.

INDEMNIFICATION: The participant recognizes that there is risk involved in the types of activities offered by Seabright CrossFit. Therefore the participant accepts financial responsibility for any injury that the participant may cause either to him/herself or to any other participant due to his/her negligence. Should the above mentioned parties, or anyone acting on their behalf, be required to incur attorney’s fees and costs to enforce this agreement, I agree to reimburse them for such fees and costs. I further agree to indemnify and hold harmless Seabright CrossFit, its principals, agents, employees, and volunteers from liability for the injury or death of any person(s) and damage to property that may result from my negligent or intentional act or omission while participating in activities offered by Seabright CrossFit.

I have read and understood the foregoing assumption of risk, and release of liability and I understand that by signing 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 or intentional act or omission. I understand that by signing this form I am waiving valuable legal rights.

Signature of Client: _____ **Date:** _____

If the participant is under the age of 18,

PARENTAL CONSENT AND RELEASE

I, the undersigned parent/nature/legal guardian of the minor Client named herein, hereby execute the foregoing Waiver and Release on behalf of the minor Client. I hereby bind myself; the minor named herein, his/her executor, administrators, heirs, successors, assigns, and next of kin, to the terms of this Waiver and Release. I represent that I have the legal capacity and authority to act for, or on behalf of, the minor client named herein. I agree to indemnify and hold harmless the persons and entities named herein from any claims and liabilities, which may be assessed against them as a result of, or arising out of my legal capacity or my authority to act for and on behalf of the minor named herein in the execution of the Waiver and Release or my execution of the Waiver and Release.

Signature of Parent or Guardian: _____ **Date:** _____
(Parent/Guardian) Print Name: _____ Relationship: _____

Client is urged to have this release agreement reviewed by their attorney before signing. By signing this Agreement, Client acknowledges that Client has read, understood and agrees with all terms and conditions of this agreement after having the opportunity to have it reviewed by an attorney at the discretion of Client. Client further acknowledges Client is entitled to a copy of this Agreement, upon request.