

CrossFit Xystum Waiver

NAME: _____

ADDRESS: _____ CITY: _____ STATE/ZIP: _____

HOME PHONE: _____ CELL PHONE: _____

E-MAIL: _____

EMERGENCY CONTACT AND PHONE: _____

CROSSFIT XYSTUM STRONGLY RECOMMENDS THAT YOU CLEAR YOUR PARTICIPATION IN ANY EXERCISE PROGRAM WITH YOUR PHYSICIAN. THE PROTOCOLS OF THIS PROGRAM WILL INVOLVE YOU IN RELATIVELY HIGH INTENSITY WORKOUTS AND IT IS IMPORTANT YOU UNDERSTAND THE FOLLOWING:

I _____, agree to participate in physical training sessions instructed by CrossFit certified trainers Tom and/or Judy Fitzgerald, or trainers affiliated with CrossFit Xystum. **I am fully aware these fitness sessions are of a nature and kind that are extremely strenuous and will push me to the limits of my physical abilities.**

I recognize and understand these training sessions are not without varying degrees of risk, which may include, but are not limited to the following: Injury to the musculoskeletal and/or cardio respiratory systems, which can result in serious injury or death, injury or death due to negligence on the part of myself, my training partner, or other people around me, injury or death due to improper use or failure of equipment, or injury or death due to a medical condition, whether known or unknown by me.

I willingly assume full responsibility for any and all risks that I am exposing myself to as a result of my participation in this CrossFit training program and accept full responsibility for any injury or death that may result from my participation.

I hereby certify that I know of no medical problems that would increase my risk of illness and injury as a result of participation in a fitness program designed by CrossFit Xystum. I understand there exists the possibility of adverse physical changes during an exercise program. I fully understand that these changes could include abnormal blood pressure, fainting, disorder of heart rhythm, stroke, and in very rare instances, heart attack or even death. I understand that certain prescribed medications may exacerbate these physiological changes and create an even greater risk of physical damage or death. With my full understanding of the above information, I agree to assume any and all risks associated with my participation in this CrossFit Fitness Program.

Initials: _____

CrossFit Xystum Waiver

Release:

In full consideration of the above mentioned risks and hazards and in full consideration of the fact that I am willingly and voluntarily participating in the activities made available by CrossFit Xystum, and with my full understanding of all of the above, I hereby waive, release, remise and discharge Tom and Judy Fitzgerald, CrossFit Xystum LLC, Greg and Laura Glassman, CrossFit and its agents, officers, principals and employees and volunteers, of any and all liability, claims, demands, action or rights of actions, or damages of any kind related to, arising from, or in any way connected with, my participation in the CrossFit conditioning program.

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 permission to administer the necessary first aid, 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 medical facility deemed necessary for the well being of the child.

Indemnification: I recognize there is risk involved in the types of activities offered by CrossFit. Therefore, I accept financial responsibility for any injury that I or 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 costs to enforce this agreement, I agree to reimburse them for such fees and costs. I further agree to indemnify and hold harmless Tom and Judy Fitzgerald, CrossFit Xystum LLC, CrossFit Incorporated, Greg and Laura Glassman, their 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 CrossFit Xystum.

I have fully read and fully understand 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.

Participant's Signature: _____

Date: _____

Legal Guardian's Signature: _____

(If participant is under 18 years old)