

ATHLETE LIABILITY WAIVER & EXPRESS ASSUMPTION OF RISK

I, {FirstName} {LastName} (referred to as “I” or “me”) desire to participate in fitness training and related programs provided by P2 FITNESS, LLC, a North Carolina limited liability company operating CrossFit 15-501 (referred to herein collectively as “CrossFit 15-501”) at any location owned or operated by CrossFit 15-501 or any private or public location which CrossFit 15-501 and its participants may access (the “Activities”). As lawful consideration for being permitted by CrossFit 15-501 to participate in the Activities, I agree to all the terms and conditions set forth in this agreement (this “Agreement”)

Informed Consent / Assumption of Risk

I UNDERSTAND THAT THERE ARE RISKS ASSOCIATED WITH FITNESS PROGRAMS AND THAT I AM RESPONSIBLE FOR MY PARTICIPATION IN THE ACTIVITIES. I have been advised to consult with my physician regarding the condition of my health and suitability for participation in challenging physical activities. I represent that I am in good physical health and am solely responsible for my decision to participate in strenuous physical fitness training. I represent that I have no physical impairments or illnesses that will endanger myself or others. I understand that the Activities will entail some risks which may result in physical injury. Such risks may arise due to the fitness activities engaged in, the conditions of the sites and equipment upon which such training occurs, and the collaboration with other individuals. Personal injury may include, but is not limited to, muscular strains and sprains, joint and ligament/tendon injuries, soft tissue injuries, broken bones, cardiovascular complications including heart attack, fatigue and exhaustion, permanent injuries or even death. Further, I understand that Rhabdomyolysis (often 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, and I agree to monitor my muscle soreness, urine output and physical condition and seek treatment promptly if I am finding symptoms of this life-threatening condition. I acknowledge that injuries and death may occur due to negligence on the part of me, my training partner, other people around me, the employees or contractors of CrossFit 15-501, emergency responders, and/or improper use or failure of equipment. I represent that I maintain adequate insurance to cover the cost of any injury I may cause or suffer while participating in the Activities. I EXPRESSLY ASSUME ALL THE AFOREMENTIONED RISKS, AND ANY OTHERS, WHICH ARISE FROM MY PARTICIPATION IN THE ACTIVITIES.

Athlete Release

I hereby expressly waive and release any and all claims, now known or hereafter known in any jurisdiction throughout the world, against CrossFit 15-501, and its officers, managers, employees, trainers, fellow participants, employees, agents, affiliates, members, successors and assigns (collectively, “Releasees”), on account of injury, death or property damage arising out of or attributable to my participation in the Activities, whether arising out of the negligence of CrossFit 15-501 or any Releasees or otherwise. I covenant not to make or bring any such claim against CrossFit 15-501 or any other Releasee, and forever release and discharge CrossFit 15-501 and all other Releasees from liability under such claims.

Athlete Indemnification

I shall defend, indemnify and hold harmless the CrossFit 15-501 and all other Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorney fees, fees and the costs of enforcing any right to indemnification under this Agreement and the cost of pursuing any insurance providers, arising out or resulting from any claim of a third party related to the Activities.

Athlete Permission for Medical Treatment, Video & Photograph Release

I also give full permission for any person connected with CrossFit 15-501 to administer first aid deemed necessary, and in the case of serious illness or injury, I give permission to call for medical and/or surgical care for myself and to transport me to a medical facility deemed necessary for my whole well-being. I hereby consent to receive medical treatment which may be deemed necessary in the event of any illness, accident or injury or medical emergency resulting from or in connection with my participation in the Activities and understand that I am solely responsible for all costs related to such medical treatment, medical transportation and/or evacuation.

I agree to give CrossFit 15-501 the right to use and/or publish all photographs and video of me while engaged in the Activities at or with CrossFit 15-501. I hereby grant CrossFit 15-501, without limitation, the right to use my name and likeness in connection with the Activities for any publicity without further compensation or permission.

Miscellaneous

This Agreement constitutes the sole and entire agreement of CrossFit 15-501 and me with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. This Agreement is binding on and shall inure to the benefit of CrossFit 15-501 and me and their respective successors and assigns. All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the State of North Carolina without giving effect to any choice or conflict of law provision or rule (whether of the State of North Carolina or any other jurisdiction). Any claim or cause of action arising under this Agreement may be brought only in the federal and state courts located in Durham County, North Carolina, and I hereby consent to the exclusive jurisdiction of such courts.

BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE CROSSFIT 15-501.

SIGNATURE: _____

DATE: _____

FULL LEGAL NAME: _____

EMAIL ADDRESS: _____

PHONE NUMBER: _____

MINOR CHILD'S FULL LEGAL NAME: _____

I hereby warrant that I am of full age and have the right to contract in my own name or the right to sign on behalf of a minor child.