

WAIVER/RELEASE OF LIABILITY -Informed Consent/Assumption of Risk

I (name) _____ Date _____

OR I parent/guardian - for minor child _____

agree to participate in one or more physical fitness/strength and conditioning class(es) program(s) sponsored by Black Swamp CrossFit, which may include, but not necessarily limited to CrossFit training and/or weightlifting training of any kind by any affiliate, subsidiary or partnership of Black Swamp CrossFit.

Black Swamp CrossFit (BSCF) has made me fully aware that the fitness program(s)/classes offered, and in which i agree to participate are of a nature and kind that are extremely strenuous and can/may push me to the limits of my physical ability. By signing this document, I understand that the programs/classes 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 and/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; injury or death due to rhabdomyolysis; and/or injury or death due to a medical condition, whether known or unknown by me.

Among the potential risks of strenuous exercise is a rare but serious condition known as Rhabdomyolysis. Rhabdomyolysis is a medical disorder that harms the kidneys. The disease results from the toxicity of muscle cells. A pigment that contains iron, called myoglobin that exists in skeletal muscle enters the bloodstream after the muscles suffers damage. The kidneys have difficulty filtering the myoglobin out of the bloodstream because it blocks the structures within the kidney, which can result in serious kidney damage or failure. Additionally, the dead skeletal muscles can cause large shifts in fluid from the bloodstream into the muscle, which reduces the relative fluid volume of the body and can lead to shock and reduced blood flow to the kidneys.

I am aware that any of these above mentioned risks may result in serious injury to myself. I willingly assume full responsibility for any and all risks that I am exposing myself to as a result of my participation in BSCF programs/classes and accept full responsibility for any injury or death that may result from participation in any activity, class or physical fitness program.

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 the fitness program designed by BSCF. With my full understanding of the above information, I agree to assume any and all risk associated with my participation in any and all BSCF programs/activities/classes, etc.

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 BSCF and with my full understanding of all of the above, I hereby waive, release, remise and discharge Black Swamp CrossFit, its agents, officers, principals, volunteers, employees and contract

employees of any and all liability, claims, demands, actions or rights of action or damages of any kind related to, arising from, or in any way connected with, my participation in BSCF fitness programs/classes/competitions/camps , including those allegedly attributed to the negligent acts or omissions of the above mentioned parties.

I recognize that there is risk involved in the types of activities offered by BSCF. Therefore I accept full financial responsibility for any injury that I may incur and/or cause either to myself or to any other participant due to negligence. Should the above mentioned parties, or anyone acting on their behalf, be required to incur attorney's fees and defense costs to enforce this agreement, I agree to reimburse them for such fees and costs. I further agree to indemnify, defend, and hold harmless BSCF, their principals, agents, employees, contract employees, and volunteers from liability for the injury or death of any persons including myself and damage to property that may result from my negligent or intentional act or omission while participating in activities offered by Black Swamp CrossFit.

By signing this agreement I am opting in to allow BSCF to utilize my email for newsletters, marketing mailings and any BSCF correspondence. In addition, I agree to allow BSCF to utilize my picture and likeness for marketing purposes including by not limited to Facebook, Twitter, Instagram, SnapChat and any and all BSCF marketing material.

I also give full permission for any person connected with BSCF to administer first aid deemed necessary to myself or minor child i have signed for, in the case of serious illness or injury. In case of minor child I give permission for any person associated with BSCF to call for medical and or surgical care for the child and to transport the child to a medical facility deemed necessary for the wellbeing of the child.

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.

I have fully read and fully understand the foregoing assumption of risk, and release of liability. I understand that by signing this obligates be 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 _____ Date _____

PRINT NAME _____ Phone _____

Email _____