



## Release of Liability, Waiver of Claims, Assumption of Risk

BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

You are advised that athletic activity and training are DANGEROUS RECREATIONAL ACTIVITIES with OBVIOUS RISKS as defined by the Civil Liability Amendment (Personal Responsibility) Act. YOU ARE PARTICIPATING AT YOUR OWN RISK.

Participants Name _____	Date of Birth _____
Address _____	
Email _____	Phone _____

### **Definitions:**

In this agreement;

a) The term "ATHLETIC ACTIVITY" OR "ATHLETIC ACTIVITIES" OR "TRAINING" includes but is not limited to personal training, fitness classes, team or individual competitions, fitness assessments, use of facilities, observation of athletic activities, olympic lifting, power lifting, strongman training and competitions, gymnastics, strength conditioning, metabolic conditioning, plyometric movements, interval training, bodyweight conditioning, rope climbing, skipping, stretching, outdoor running and training in parks, recreational areas, playgrounds, car parks, trails and sidewalks, sports programs, clinics, seminars, and services provided to the participant by CrossFit Parramatta.

b) The term "INJURY" shall refer to all forms of physical, mental and emotional injury in any way related to athletic activity and training activities including, but not limited to: death, breaks, strains, lacerations, dislocations, exercise induced rhabdomyolysis, heart failure, concussion, heat illness, dehydration, trauma, anxiety, and fears.

### **Photography/Video Release**

Participants involved in any activities offered by CrossFit Parramatta may be photographed or videotaped during training. The undersigned hereby consents to the use of these photographs and/or videos without compensation, on the CrossFit Parramatta website or in any editorial, promotional or advertising material produced and/or published by CrossFit Parramatta.

Initials: \_\_\_\_\_

### **Waiver and Release of Liability**

**Express assumption of risk:** I, the undersigned, am aware that there are significant risks involved in all aspects of athletic activities and physical training. These risks include, but are not limited to: falls 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; strains and sprains. I am aware that any of these above mentioned risks may result in serious injury or death to myself and or my partner(s).

I understand that the training may involve weightlifting, gymnastics movements, strenuous bodyweight exercises and other high exertion activities, and that I am not obligated to perform nor participate in any activity that I do not wish to do, and that it is my right to refuse such participation at any time during my training session. I understand that should I feel light-headed, faint, dizzy, nauseated, or experience pain or discomfort, I am to stop the activity and inform my trainer.

I willingly assume full responsibility for the risks that I am exposing myself to and accept full responsibility for any injury or death that may result from participation in any activity or class while at, or under direction of CrossFit Parramatta.

I am aware that this agreement is ongoing and will apply to all future occasions I participate in athletic activities and training at CrossFit Parramatta.

I acknowledge that I have no physical impairments, injuries, or illnesses that will endanger me or others.

Initials: \_\_\_\_\_

**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 offered by CrossFit Parramatta, I, the undersigned hereby release CrossFit Parramatta, their principals, agents, employees, trainers, 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 those allegedly attributed to the negligent acts or omissions of the above mentioned parties. 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 give permission for CrossFit Parramatta staff and trainers to seek emergency medical services for me should I become injured or ill, with the understanding that I am responsible for any expense incurred.

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

**Indemnification:** The participant recognises that there is risk involved in the types of activities offered by CrossFit Parramatta. 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 CrossFit Parramatta, their principals, agents, employees, trainers, 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 Parramatta, at the main building or abroad. This includes but is not limited to parks, recreational areas, playgrounds, areas adjacent to main building, and/or any area selected for training by CrossFit Parramatta.

**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 participant:** \_\_\_\_\_

**Date:** \_\_\_\_\_

If the participant is **under** the age of **18**,

**Signature of Parent/Guardian:** \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_

**Reviewed By (Print):** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

## **CrossFit Parramatta**

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