

# Personal Information

Name: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Address: \_\_\_\_\_

Phone # (\_\_\_\_\_) \_\_\_\_\_

In case of emergency, please call this person: \_\_\_\_\_ Phone# (\_\_\_\_\_) \_\_\_\_\_

This person is my: (parent, friend, spouse, etc.): \_\_\_\_\_

## WAIVER AND RELEASE OF LIABILITY

**Express assumption of risk:** I am aware that there are significant risks involved in all aspects of the 2017 CrossFit Freedom Fitober Fest (The "Fest") taking place Saturday, September 23<sup>rd</sup> 2017 at CrossFit Freedom. 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, or other people around me, injury or death due to improper use or failure of equipment. I am aware that any of these above mentioned risks may result in serious injury or death to me. I affirm that I have read the article on rhabdomyolysis in the CrossFit Journal, and am fully aware of the risks of rhabdomyolysis. I willingly assume full responsibility for the risks that I am exposing myself to as an Athlete, Spectator, Volunteer, Judge, laborer or general observer (the "Attendee"). I accept full responsibility for any injury or death that may result from participation in or attendance at the Fest. I have no physical impairments or illnesses that will endanger myself or others.

**Termination:** CrossFit Freedom, LLC reserves the right to terminate anyone's participation in, or presence at, the Fest at any time, with no further obligation or duty to such Attendee. Reasons for termination may include, BUT ARE NOT LIMITED TO, any of the following non-exhaustive examples: taunting another competitor or other unsportsmanlike behavior, any actions that evince an intent to cheat or circumvent the rules or intent of the Rules of the Fest, any conduct in violation of a state or federal law, and any conduct which would bring disrepute upon CrossFit Freedom, LLC in the eyes of the viewing public or the CrossFit community. This list is not exclusive or exhaustive and is meant as a guide to attendees, not as a limitation on CrossFit Freedom, LLC's rights to run the Fest in the manner it sees fit.

**Release:** In consideration of being allowed to participate in or attend the Fest, I hereby release CrossFit Freedom, LLC, their principals, agents, employees, affiliates, 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 or attendance at the Fest, 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, the remainder of the agreement shall remain in full force and effect. If I am signing on behalf of a minor child, I also give full permission for any person connected with CrossFit Freedom, LLC 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.

**Images:** I grant CrossFit Freedom, LLC and persons authorized by them, permission to take pictures and movies of me and use them on their website and other promotional and educational materials without compensation to me. Images obtained by me will not be used for any commercial purpose without prior written consent of CrossFit Freedom, LLC.

**Indemnification:** I recognize that there is risk involved in the activities offered by the Fest. I therefore accept financial responsibility for any injury that I may cause either to myself or to others. 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 will reimburse them for such fees and costs. I agree to indemnify and hold harmless CrossFit Freedom, LLC, their principals, agents, employees, affiliates, 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 the Fest.

**I have read and understood the foregoing 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 me. I understand that by signing this form I am waiving valuable legal rights.**

Signature of Participant: \_\_\_\_\_

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

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

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

(\*if attendee is under the age of 18)

**Parent or Guardian Print Name:** \_\_\_\_\_

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