



## CrossFit Wheelhouse Waiver + Contact Info

Name: \_\_\_\_\_ Email: \_\_\_\_\_  
Address: \_\_\_\_\_ City, State, Zip: \_\_\_\_\_ Date  
of Birth: \_\_\_\_\_ Mobile Phone #: \_\_\_\_\_  
Emergency Contact: \_\_\_\_\_ Phone #: \_\_\_\_\_  
How did you hear about us: \_\_\_\_\_

**Please read carefully, complete and initial each paragraph before signing.**

I, \_\_\_\_\_ (sometimes "Participant" or "participant"), have requested to participate on a trial basis participate in **M2 Athletics, LLC's, a Delaware limited liability company, DBA Crossfit Wheelhouse** ("Crossfit Wheelhouse"), Crossfit based exercise training program at Crossfit Wheelhouse's facility located at 9035 Gap Newport Pike, Avondale, PA, 19311. In consideration for Crossfit Wheelhouse agreeing to my participation and use of facilities, I hereby agree and represent, warrant and covenant as follows:

\_\_\_\_\_ I hereby acknowledge that I should consult with my physician before beginning any exercise program. I hereby acknowledge that either I have had a physical examination and have been given my physician's permission to participate in all programs at or sponsored by Crossfit Wheelhouse, or I have decided to participate in all programs at or sponsored by Crossfit Wheelhouse (including, without limitation, the exercise activities, programs and use of equipment) without the approval of my physician and do hereby assume all responsibility for my participation in said programs, activities, programs and use of equipment.

\_\_\_\_\_ I certify that I am not aware of and have not experienced any medical condition (including, without limitation, heart condition, bone or joint problem, back or neck pain, use of drugs (including, prescription drugs), dizziness or shortness of breath when exercising, etc.) which would render me unfit to participate in any exercise program and that I will inform Crossfit Wheelhouse immediately of any change in my medical condition.

\_\_\_\_\_ I agree that if I experience symptoms such as shortness of breath, chest pain, unusual fatigue, dizziness or fainting, or extreme pain, whether or not I am under the direct supervision of any Crossfit Wheelhouse representative, I will immediately stop exercising and inform a representative of Crossfit Wheelhouse of my symptoms.

\_\_\_\_\_ I authorize any representative of Crossfit Wheelhouse to obtain emergency medical treatment for me, including transportation to a hospital or other medical facility. In addition, I authorize Crossfit Wheelhouse to contact the emergency contact person specified on my membership form, if any.

\_\_\_\_\_ I UNDERSTAND AND ACKNOWLEDGE THAT THERE ARE RISKS INHERENT IN ANY EXERCISE PROGRAM INCLUDING BUT NOT LIMITED TO HEART ATTACK, STROKE, ORTHOPEDIC INJURY, INJURIES CAUSED BY THE USE OF EXERCISE EQUIPMENT AND OTHERS. THESE INJURIES CAN OCCUR SUDDENLY AND WITHOUT WARNING, AND MAY RESULT IN INJURY OR DEATH. I AM VOLUNTARILY PARTICIPATING IN ALL PROGRAMS OFFERED OR SPONSORED BY CROSSFIT WHEELHOUSE, WHETHER OCCURRING ON OR OFF OF CROSSFIT WHEELHOUSE'S FACILITY, WITH KNOWLEDGE OF THE DANGERS INVOLVED, AND I HEREBY AGREE TO ACCEPT ANY AND ALL RISKS OF INJURY OR DEATH, AND VERIFY THIS STATEMENT BY PLACING MY INITIALS ABOVE.

\_\_\_\_\_ I FOR MYSELF AND FOR MY HEIRS, BENEFICIARIES, AND PERSONAL REPRESENTATIVES, HEREBY WAIVE, RELEASE AND FOREVER DISCHARGE CROSSFIT WHEELHOUSE AND ITS DIRECTORS, OFFICERS, MEMBERS, MANAGERS, EMPLOYEES, AGENTS, ATTORNEYS, INSURERS, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, "CROSSFIT WHEELHOUSE PARTIES"), FOR ANY AND ALL CLAIMS, DEMANDS, DAMAGES, LOSSES, LIABILITIES, RIGHTS, ACTIONS, CAUSES OF ACTION, EXPENSES, AND SUITS OF ANY KIND WHATSOEVER, FORESEEN OR UNFORESEEN, FOR PERSONAL INJURY, WRONGFUL DEATH, DAMAGE TO PROPERTY, OR OTHERWISE RESULTING FROM, ARISING FROM OR IN ANY WAY CONNECTED TO MY PARTICIPATION IN ANY PROGRAMS AT OR SPONSORED BY CROSSFIT WHEELHOUSE AND/OR THE ACTS OF OMISSIONS OF ANY OF CROSSFIT WHEELHOUSE PARTIES, INCLUDING ANY AND ALL NEGLIGENT ACTS, WHETHER ACTIVE OR PASSIVE, IRRESPECTIVE OF WHETHER SUCH INJURIES, DEATH, OR DAMAGES OCCUR DURING TRAINING OR THEREAFTER. I FURTHER AGREE TO INDEMNIFY AND HOLD HARMLESS CROSSFIT WHEELHOUSE PARTIES 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 WHEELHOUSE, AT CROSSFIT WHEELHOUSE OR ABROAD. FOR SAKE OF CLARITY, THE WAIVER, RELEASE, DISCHARGE AND INDEMNIFICATION, APPLY TO ANY CROSSFIT WHEELHOUSE PROGRAMS AT CROSSFIT WHEELHOUSE OR OTHER LOCATIONS, INCLUDING, WITHOUT LIMITATION, PARKS, RECREATIONAL AREAS, PLAYGROUNDS, AREAS ADJACENT TO THE CROSSFIT WHEELHOUSE LOCATION, AND/OR ANY AREA SELECTED FOR TRAINING BY CROSSFIT WHEELHOUSE.

\_\_\_\_\_ I UNDERSTAND THAT ALL INFORMATION AND SERVICES PROVIDED BY CROSSFIT WHEELHOUSE IS OF A GENERAL NATURE AND IS PROVIDED FOR EDUCATIONAL PURPOSES ONLY. NONE OF THE INFORMATION OR SERVICES PROVIDED BY CROSSFIT WHEELHOUSE IS TO BE TAKEN AS MEDICAL OR OTHER HEALTH ADVICE PERTAINING TO ANY SPECIFIC HEALTH OR MEDICAL CONDITION THAT I MAY HAVE OR HAVE HAD. THE INFORMATION AND SERVICES PROVIDED BY CROSSFIT WHEELHOUSE IS NOT A DIAGNOSIS, TREATMENT PLAN, OR RECOMMENDATION FOR A PARTICULAR COURSE OF ACTION REGARDING MY HEALTH AND IS NOT INTENDED TO PROVIDE SPECIFIC MEDICAL ADVICE.

\_\_\_\_\_ I acknowledge I may be photographed or videotaped during programs at or sponsored by Crossfit Wheelhouse. I hereby consent to the use of these photographs and/or videos without compensation, on the Crossfit Wheelhouse website or in any editorial, promotional or advertising material produced and/or published by Crossfit Wheelhouse.

**GOVERNING LAW; CHOICE OF VENUE; WAIVER OF JURY TRIAL. THIS AGREEMENT SHALL BE GOVERNED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE. IN THE EVENT LITIGATION IS NECESSARY TO ENFORCE ANY OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, CROSSFIT WHEELHOUSE AND I AGREE THAT THE VENUE FOR SUCH ACTION SHALL EXCLUSIVELY BE ANY STATE OR FEDERAL COURT IN NEW CASTLE COUNTY, DELAWARE. CROSSFIT WHEELHOUSE AND I HEREBY WAIVE ANY AND ALL RIGHTS TO A TRIAL BY JURY.**

\_\_\_\_\_ I HAVE CAREFULLY READ THIS DOCUMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AT LEAST 18 YEARS OF AGE. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN CROSSFIT WHEELHOUSE AND ME AND I SIGN IT OF MY OWN FREE WILL. IF PARTICIPANT IS UNDER THE AGE OF EIGHTEEN, THE UNDERSIGNED REPRESENTS AND WARRANTS THAT HE OR SHE IS THE PARENT OR NATURAL GUARDIAN OF PARTICIPANT AND AGREES ON BEHALF OF HIMSELF/HERSELF AND THE MINOR.

Executed on \_\_\_\_\_, 2020.  Signature \_\_\_\_\_ (parent required if under 18 yrs of age)

Print Name (Parent) \_\_\_\_\_ Phone Number \_\_\_\_\_

If member is under the age of eighteen (18), the undersigned represents and warrants that he or she is the parent or natural guardian of participant and agrees on behalf of himself/herself and member.

Member (Child) (Print Name): \_\_\_\_\_

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