

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

Phone: \_\_\_\_\_  
E-mail: \_\_\_\_\_

### **Assumption of Risk, Waiver, and Release from Liability**

This Waiver, Release and Indemnification Agreement (hereinafter referred to as "Agreement") is between CrossFit Native, doing business as CrossFit Native (hereinafter referred to as "CrossFit Native") and \_\_\_\_\_ (hereinafter referred to as "Participant").

Participant desires to participate in CrossFit Native's CrossFit Program (more fully explained below).

CrossFit is a core strength and conditioning program. CrossFit was designed to elicit as broad an adaptational response as possible. CrossFit is not a specialized fitness program but a deliberate attempt to optimize physical competence in each of ten recognized fitness domains (Cardiovascular and Respiratory endurance, Stamina, Strength, Flexibility, Power, Speed, Coordination, Agility, Balance, and Accuracy).

The CrossFit Program was developed to enhance an individual's competency at all physical tasks. Individuals participating in the CrossFit program are trained to perform successfully at multiple, diverse, and randomized physical challenges. This fitness is demanded of military and police personnel, firefighters, and many sports requiring total or complete physical prowess.

The CrossFit method is to establish a hierarchy of effort and concern that builds as follows:

Diet - lays the molecular foundations for fitness and health.

Metabolic Conditioning - builds capacity in each of three metabolic pathways, beginning with aerobic, then lactic acid, and then phosphocreatine pathways.

Gymnastics - establishes functional capacity for body control and range of motion.

Weightlifting and throwing - develop ability to control external objects and produce power.

Sport - applies fitness in competitive atmosphere with more randomized movements and skill mastery.

Examples of CrossFit exercises include biking, running, swimming, and rowing in an endless variety of drills. The clean & jerk, snatch, squat, deadlift, push-press, bench-press, and power-clean. Jumping, medicine ball throws and catches, pull-ups, dips, push-ups, handstands, presses to handstand, pirouettes, kips, cartwheels, muscle-ups, sit-ups, scales, and holds. CrossFit makes regular use of bikes, the track, rowing shells and ergometers, Olympic weight sets, rings, parallel bars, free exercise mat, horizontal bar, plyometrics boxes, medicine balls, and jump rope.

#### **This Assumption of Risk, Waiver, and Release from Liability covers the entirety of my participation in the CrossFit Program:**

1. **Risk Factors-** I understand and acknowledge that the use of equipment and facilities provided by CrossFit Native and participation in the CrossFit Program is an extreme test of a person's physical and mental limits and involves risks including, but not limited to the following: risk of property damage, bodily injury, including, but not limited to sprained muscles and ligaments, broken bones, fatigue, Rhabdomyolysis\*, permanent disability, paralysis, and possibly death. These risks may result from a variety of circumstances including, but not limited to, the use or misuse of the equipment or facilities, from the activity itself (including but not limited to the duration, weight used, number of repetitions and the duration of the activity), from the acts of myself (including but not limited, improper form, the level of physical exertion, failure to properly hydrate and nutritional habits), or others, including CrossFit Native and its agents or from the unavailability of emergency medical care.

\* (Rhabdomyolysis a disorder involving injury to the kidney, results from the toxic effects of certain contents of muscle cells is an additional risk that may occur after excessive muscular activity, such as sporadic strenuous exercise. Rhabdomyolysis occurs when an iron-containing pigment found in the skeletal muscle called myoglobin enters the bloodstream. The skeletal muscle releases myoglobin into the bloodstream after the muscle suffers damage. The kidneys attempt to filter the myoglobin out of the bloodstream, but the myoglobin can occlude the structures within the kidney, resulting in damage such as acute tubular necrosis or kidney failure. The myoglobin then may break down into additional toxic compounds, which can cause further kidney damage and failure. In addition, the dead (necrotic) skeletal

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muscle 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.)

**2. Assumption of Risk-** I am participating in the CrossFit Program at my own free will. I assume full responsibility for ALL RISKS, both known and unknown, which may arise out of or result from my participation in the CrossFit, including but not limited to those risks described in Section 1, above. **Excepted from this section are any injuries caused by the gross negligence or willful or wanton misconduct of any managers, officers, employees, agents, or volunteers of CrossFit Native. Release, Indemnify, and Defend.** I hereby release, waive, discharge, and hold harmless CrossFit Native, and all of their affiliates, predecessors, successors, officers, managers, directors, employees, agents and representatives, past or present (hereinafter jointly referred to as "the Released Parties") from any and all claims, suits, liabilities, judgments, costs and expenses ("Claims") for any property damage, property loss or theft, personal injury or illness, death or other loss arising from or relating to my participation in the CrossFit Program. I also agree to defend, indemnify and hold harmless the Released Parties from and against any Claims arising from or related to my own acts or omissions in connection with my participation in the CrossFit Program.

**4. Prerequisite Skills.** I hereby represent that (i) I am at least eighteen (18) years of age or older; (ii) I am in good health and in proper physical condition to participate in the CrossFit Program; and (iii) I am not under the influence of alcohol or any illicit or prescription drugs which would in any way impair my ability to safely participate in the CrossFit Program. I agree that it is my sole responsibility to determine whether I am sufficiently fit and healthy enough to participate in the CrossFit Program, that I am responsible for my own safety and well being at all times and under all circumstances while participating in the CrossFit Program. I agree that if I have any questions as to what skills, qualifications, or training is necessary to properly participate in the CrossFit Program, then I shall direct such questions to the appropriate individuals.

**5. Waiver-** I hereby waive any protections afforded by any statute or law in any jurisdiction whose purpose, substance and/or effect is to provide that a general release shall not extend to claims, material or otherwise which the person giving the release does not know or suspect to exist at the time of executing the release. This means, in part, that I am releasing unknown future claims.

**6. Representatives.** I enter into this agreement for myself, as well as for my heirs, assigns and legal representatives.

**7. Consent for Emergency Treatment-** I consent to medical treatment for emergencies that occur during or are related to my participation in the CrossFit Program where I am unable to consent to such treatment. I understand the provisions of this Assumption of Risk, Waiver, and Release from Liability apply to any treatment that might be provided to me while participating in the CrossFit Program at CrossFit Native.

**8. Insurance-** I understand that I am solely responsible for any medical, health or personal injury costs relating to my participation in the CrossFit Program. I understand that I am strongly encouraged to have a medical physical examination and purchase health insurance prior to any and all participation in the CrossFit Program.

**9. Jurisdiction.** This Assumption of Risk, Waiver, and Release from Liability shall be governed in all respects by the laws of the State of Oklahoma. The parties agree to use the State of Oklahoma for Jurisdiction and the County of Oklahoma as Venue for any disputes between the parties related to this Assumption of Risk, Waiver, and Release from Liability.

**10. Severability.** If any term or provision of this Assumption of Risk, Waiver, and Release from Liability is held to be illegal, invalid or unenforceable, or the application thereof to any person or circumstance shall

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to any extent be illegal, invalid or unenforceable under present or future laws effective during the term hereof or of any provisions hereof which survive termination, then and in any such event, it is the express intention of the parties that the remainder of this Assumption of Risk, Waiver, and Release from Liability, or the application of such term, clause or provision other than to those as to which it is held illegal, invalid or unenforceable, shall not be affected thereby, and each term, clause or provision of this Assumption of Risk, Waiver, and Release from Liability and the application thereof shall be legal, valid and enforceable to the fullest extent permitted by law.

**I have read and fully understand this Assumption of Risk, Waiver, and Release from Liability and understand that it relates to surrendering and releasing valuable legal rights. I do so freely and voluntarily.**

PRINTED NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE OF BIRTH: \_\_\_\_\_

**Consent and Release on Behalf of Minor by Parent/Legal Guardian**

I am the parent or legal guardian of the above named minor. The minor is in good physical health. The minor has no disease or injury, nor is the minor taking any medication which would interfere with full participation in the CrossFit Program. I have read and understand this Assumption of Risk, Waiver, and Release from Liability in its entirety and understand that it relates to surrendering valuable legal rights of the minor and myself. I agree to be bound by all the terms of the Assumption of Risk, Waiver, and Release from Liability. I also give my consent to the participation in the activity of the minor and consent to medical treatment for emergencies that occur during or are related to the minor's participation in the CrossFit Program.

PRINTED NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

**Emergency Contact Information**

FULL NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP \_\_\_\_\_

PHONE: \_\_\_\_\_

\_\_\_\_\_  
INITIALS