



CrossFit Kotahi Waiver

INFORMED CONSENT/ASSUMPTION OF RISK: I, agree to participate in CrossFit Kotahi training, which may include, but not necessarily be limited to, CrossFit Training and Competition, and/or strength training of any kind by any affiliate, subsidiary, or partnership of CrossFit Kotahi and/or employed/contracted trainers/ volunteers (hereinafter collectively referred to as CrossFit Kotahi).

CrossFit Kotahi made me fully aware that the training activity it offers and in which I desire to participate are of a nature and kind that are extremely strenuous and can/may push me to the limits of my physical abilities. I the undersigned, recognize and understand that the classes are not without varying degrees of risk, which may include, but are not limited to; Injury to the musculoskeletal and/or cardio respiratory systems 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, or injury or death due to a medical condition, whether known or unknown by me. I am aware that any of these above mentioned risks may result in serious injury or death to myself and or my partner(s)

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 CrossFit Kotahi, and with my full understanding of all of the above, I hereby waive, release, remise and discharge CrossFit Kotahi 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 CrossFit Kotahi training 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. If I am signing on behalf of a minor child, I also give full permission for any person connected with CrossFit Kotahi 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: I recognize that there is risk involved in the types of activities offered by CrossFit Kotahi. Therefore I accept financial responsibility for any injury that I or 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 Kotahi, their principals, agents, employees, and volunteers from liability of 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 Kotahi.

MEDIA RELEASE: I agree to allow CrossFit Kotahi, its agents, officers, principals, employees and volunteers to use picture(s), film and/or likeness of me for advertising purposes. In the event I choose not to allow the use of the same for said purpose, I agree that I must inform CrossFit Kotahi of this verbally and/or in writing.

I have fully read and fully understand the foregoing assumption of risk, and release of liability. I understand that by submitting this waiver 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 submitting this form I am waiving valuable legal rights.

Signed

Date