

CROSSFIT SOARING LEDGE RELEASE AND WAIVER OF LIABILITY AGREEMENT

Participant Name:	Email:
Mobile Phone:	Birthday (mm/dd/yy):
Emergency Contact Name:	Emergency Contact Phone:

I am here for: Climbing CrossFit Endurance Kids Club Event/Party

READ THIS DOCUMENT (“RELEASE”) CAREFULLY BEFORE SIGNING. IT HAS LEGAL CONSEQUENCES AND WILL AFFECT YOUR LEGAL RIGHTS AND WILL LIMIT OR ELIMINATE YOUR ABILITY TO BRING FUTURE LEGAL ACTIONS.

In consideration of CrossFit Soaring Ledge and ReddieFit LLC (together, the “LLC”) providing to me, the undersigned participant, with CrossFit training, rock climbing training or other programs or training (collectively, the “training”), I hereby agree to provide this Release, which I understand is being accepted by and relied up on by the LLC. I am fully aware that the training may be of a nature and kind that is extremely strenuous and may push me to the limits of my physical abilities.

Express Assumption of Risk: I hereby agree to assume the risk of any and all injuries and damages sustained by me which arise during or in connection with such 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, other participants, my coach, or other people around me; injury or death due to improper use or failure of equipment; strains and sprains; and/or injury or death due to a medical condition, whether known or unknown by me.

With respect to rock climbing, in addition to the above risks, such risks include, but are not limited to: all manner of injury resulting from falling off or from the climbing wall and hitting the floor, wall faces, people or other projections, whether permanently or temporarily in place; abrasions from and entanglement of ropes (if any); injury resulting from falling climbers or dropped items, such as but not limited to ropes, climbing hardware, wall parts or personal property of other climbers; cuts and/or abrasions resulting from skin contact with the climbing wall or any other surface; and failure of any ropes, slings, harnesses, runners, climbing holds, anchor points or other part of the climbing wall.

Because of the physical demands of the training, I understand that I must be in good physical condition to participate in the training. I acknowledge and agree it is my responsibility to determine whether I am sufficiently fit and healthy enough to safely participate in the training. I certify that I have not been advised against participation in the training by any healthcare provider. I have no physical or medical condition that would endanger me or others if I participate in the training, or that would interfere with my ability to safely participate in the training. I am willing to assume and bear the cost of all risks that may be created directly or indirectly of such condition. I represent that I have adequate personal insurance to cover any and all injuries or damage I may suffer while participating in the training offered by the LLC.

I assume full responsibility of the potential risk I will be exposed to and accept responsibility of any injury or death to myself or others as a result of participation in training offered by the LLC. Furthermore, I understand and acknowledge that I have no mental or physical impairments, illness or limitations that will endanger myself or others.

X _____

Release and Waiver of Liability: I willingly understand and accept all of the aforementioned risks associated with participation in training offered by the LLC. I agree to hold harmless the LLC, its members and affiliates, and all other individuals, coaches, organizations, sponsors, promoters, operators, hosts, instructors, associations, schools, principals, owners, officials, directors, employees, volunteers, agents and other participants connected with the training (collectively, the “Released Parties”) from all losses (economic and noneconomic), damages, injuries, causes of actions, claims, or complaints (collectively, “Claims”) which arise out of, result from or are in any way related to my participation in or performance or viewing of any training exercise, and Claims relating to property theft or the provision of first aid, medical care, medical treatment, or medical decisions, or any other activity occurring at or associated with the training location(s) or any other area selected for training by the LLC, or during transit to or from such location(s). I agree to strictly obey instructors and observe all safety rules.

This agreement will be binding upon me, my successors, representatives, heirs, executors, assigns or transferees. Should any portion of this agreement be held invalid, I agree that the remainder shall remain in full legal force and effect.

I have read and understand this Release and agree to its provisions.

X _____

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I hereby grant the LLC the right, permission and authority to use my name, image, voice and other likeness, without compensation, captured during the training by the LLC, its affiliated entities or contractors, and the media in any photographs, videotapes, CDs, DVDs, broadcasts, telecasts, podcasts, webcasts, recordings, motion pictures, commercial advertisements, promotion materials, and any other record of training for any purpose whatsoever.

I understand and acknowledge the dangers associated with the consumption of alcohol and/or drugs before, during and after the training and I recognize that consumption of alcohol and/or drugs might impair my judgement and motor skills.

I am over 18 years of age. (Legal guardians signing on behalf of minors, please see below).

Indemnification: Due to the potentially hazardous nature of the training provided by the LLC, I understand that I accept any 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 aforementioned parties or anyone acting on their behalf be required to incur attorney fees and cost to enforce this agreement, I agree to reimburse them for such fees and costs. I further agree to indemnify and hold harmless the LLC, their principals, agents, employees, coaches, contractors and volunteers from liability for the injury or death of any person(s) and damage to property that may result for my negligent or intentional act or omission while participating in the training offered by the LLC.

By signing this document I agree that if I am hurt or my property is damaged during my participation in the training offered by the LLC then I may be found by a court of law to have waived my right to maintain a lawsuit against the parties being released.

I have had sufficient time to read and understand this document as well as consult with legal counsel prior to signing. I also understand that this activity may not be available to me or that the cost to engage in this activity would be significantly greater if I were to choose not to sign this release, and agree that the opportunity to participate at the stated cost in return for the execution of this release is a reasonable bargain.

I have read and understood this document and agree to be bound by its terms. I have read, acknowledge and agree to follow all safety rules, procedures and instructions as posted, displayed, published, declared and stated by the LLC, its principals, agents, employees, coaches, contractors and volunteers.

X

SIGNATURE (Participant)

DATE

PRINTED NAME (Participant)

A legal guardian or other individual who signs this Release on behalf of a person under the age of 18 (the "minor"), hereby acknowledges that he/she has the legal capacity and authority to act on behalf of the minor and to legally bind the minor to this Release. He/She agrees to indemnify and hold harmless the Released Parties for any expenses incurred, Claims made, or liabilities assessed against them, as a result of any insufficiency of legal capacity or authority to act on behalf of the minor in the execution of this Release. He/She also gives full permission for any person connected with the LLC to administer first aid deemed necessary and in case of serious injury or illness, he/she gives permission to call for medical and/or surgical care of the minor and to transport the minor to a medical facility deemed necessary for the well-being of the minor.

X

SIGNATURE (Parent/Legal Guardian if Participant is a Minor)

DATE

PRINTED NAME (Parent/Legal Guardian if Participant is a Minor)