

Contract, Waiver and Release of Liability
True Core Performance & Wellness, LLC
1981 Moreland Parkway · Annapolis, MD 21401

Name: _____ Date of Birth: _____

Address: _____ Phone: _____

City/State/Zip: _____ Class Attended (Date/Time): _____

Email: _____

Emergency Contact: _____

Phone: _____

This person is my: Spouse Friend Parent Other _____

Do you have any injuries we should know about? _____

How to hear about True Core CrossFit? Friend Web Search Social Media Other _____

Express assumption of risk: I, the undersigned, am aware that there are significant risks involved in any physical training regimen. 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, my training partner, or other people around me, injury or death due to improper use or failure of equipment. **Injury may also result simply from the fact of physical training itself.** *By its very nature, physical training seeks to have me push beyond my limits in order to produce a physical adaptation by my body. This requires feedback from me to my trainer regarding what is happening with my body. Excessive work can result (in rare cases) in exertional rhabdomyolysis. I should look for signs of excessive soreness, darkened urine, and pain in the kidney areas in the days following a particularly intense workout.* I am aware that any of these above mentioned risks may result in serious injury or death to myself and or my partner(s). I willingly assume full responsibility for the risks that I am exposing myself to and accept full responsibility for any injury or death that may result from participation in any activity or class while training with True Core Performance & Wellness, LLC and/or True Core Performance and Wellness, LLC either at 1981 Moreland Parkway Annapolis MD or other locations. **Initial** _____

Release: In consideration of the above mentioned risks and hazards and in consideration of the fact that I am willingly and voluntarily participating in the activities available at True Core CrossFit, I, the undersigned hereby release CrossFit, True Core CrossFit, and True Core Performance & Wellness, LLC, their principals, agents, employees, 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 this 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 True Core Performance & Wellness, 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. **Initial** _____

Indemnification: The participant recognizes that there is risk involved in the types of activities offered by True Core CrossFit and True Core Performance & Wellness, LLC. Therefore the participant accepts 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 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 and True Core Performance & Wellness, LLC, their principals, agents, employees, 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 activities offered by True Core CrossFit and True Core Performance & Wellness, LLC. **Initial** _____

Disclaimer of Liability for Minor Children: Your children are welcome at True Core CrossFit. However, they are at all times the responsibility of their parents. The Client understand that the physical training regimen involves certain risk and exposure to personal injury for minor children who accompany me on the premises. I voluntarily assume these risks for myself and any of my minor children who visit True Core Crossfit. In consideration of the mutual covenants contained herein and other good and valuable consideration, including the use of the True Core CrossFit's facilities and the admission of members of my family including children, the receipt and sufficiency of which is hereby acknowledged, I hereby release in full and forever discharge the True Core CrossFit and True Core Performance and Wellness, LLC, its Directors, Officers, Managers, Members, Employees, Contractors and Agents, and all other members and guests of the True Core CrossFit, whether acting officially or otherwise, on behalf of myself or any minor member of my family, our Representative Heirs, Executors, Administrators and Personal Representatives, from any and all injury, liability, damages, claims, demands, and/or causes of action, whether foreseen or unforeseen, relating to or deriving from any injury to me or any injury to any member of my family, including minor children, during or arising out of the use of the True Core CrossFit's facilities or participation in any True Core CrossFit event (e.g., classes, seminars, competitions, etc). **Initial** _____

Waiver of Rights: I have read and understood the foregoing assumption of risk, and release of liability 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 my negligent or intentional act or omission. I understand that by signing this form I am waiving valuable legal rights. **Initial** _____

Cancellation: Client may not cancel or terminate this agreement except as follows: (1) The Client may cancel for any reason within three business days after receipt of a copy of this agreement. (2) The Client, by reason for death or disability, becomes unable to receive all the benefits of membership for a period greater than ninety days. (3) The Client permanently moves further than 25 miles from True Core CrossFit. Cancellation must be in writing and delivered in person or by certified or registered mail. In the event the Client cancels for reason of disability or permanent move, the Client must provide proof of such circumstances with his/her written notice. The effective date of cancellation is thirty (30) days from True Core CrossFit's receipt

Transfer: Client may not transfer or assign, in whole or part, any of his/her rights, interests and obligations created by this Agreement. True Core CrossFit shall have the right to assign or transfer, in whole or part, this Agreement and all rights, interests and obligations created by it.

Payment Default: If Client fails to pay an amount when due, under this Agreement, the True Core CrossFit shall be entitled, at any time, in its sole discretion, to suspend or cancel Client's membership and to require Client to immediately pay all past due balances. Suspension or cancellation shall not relieve Client from the obligation to pay any unpaid balances. Any payments owing from Client to True Core CrossFit that are not received when due, shall bear interest at the highest rate permitted by law. If Client fails to pay any amount due to True Core CrossFit when due, Client shall pay all costs and expenses of collection incurred by True Core CrossFit, including reasonable attorney's fees and expenses.

Rules and Regulations: Client agrees to follow True Core CrossFit rules, as are promulgated from time to time. Clients who do not observe True Core CrossFit rules and regulations or who abuse equipment in any fashion will be asked to leave. The management reserves the right to terminate membership of anyone who refuses to observe any of True Core CrossFit's rules. Not all rules and regulations are listed in this agreement. True Core CrossFit reserves the right to add to, change or remove rules, conditions of membership, opening and closing hours and the services and facilities offered.

Pictures/Video: I agree to allow True Core CrossFit, its agents, officers, principals, employees and volunteers the use of any and all picture(s), film, and/or likeness of me for advertising and teaching purposes.

Jurisdiction: To the full extent permissible by law, for purposes of any dispute arising out of the Agreement, all parties hereto agree to submit to the sole and exclusive jurisdiction of the State of Maryland and the application of Maryland law.

Entire Agreement/Severability: The Client and the True Core CrossFit acknowledges that this Agreement constitutes the entire Agreement. It cannot be amended except in written form executed by both parties. If any part of this contract shall be held invalid, that part shall be deemed excluded from this contract and the remainder of the contract shall remain in full force.

I have read and understood the foregoing assumption of risk, and release of liability 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 my negligent or intentional act or omission. I understand that by signing this form I am waiving valuable legal rights. I understand that this Waiver and Release of Liability supersedes any and all other agreements regarding waiver and release of liability entered into between myself and True Core Performance and Wellness, LLC or True Core CrossFit.

Signature of participant: _____ **Date:** _____

If the participant is under the age of 18,

Signature of Parent or Guardian: _____ **Date:** _____

(Parent/Guardian) Print Name: _____

Drop-In	Lead	Teen or Kid	Notes: Rowing/RWB/Clinic