

Release of Liability, Waiver of Claims, Assumption of Risk, Indemnity Agreement and Jurisdiction Agreement

BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

Please Print

Participants Name: _____ Date of Birth: _____
Address: _____ Email: _____
Telephone: _____ Mobile: _____

TO: Calvary Life Outreach, CLO, Pastors, Deacons, Leaders, Members, Crossfit Aphesis, owners, volunteers, directors, officers, employees, trainers, coaches, instructors, agents, officials, independent contractors, servants, representatives, successors and assigns (herein after referred to as "CFA & CLO")

DEFINITIONS:

In this agreement:

a) The term "(FHM) FUNCTIONAL HUMAN MOVEMENT OR FUNCTIONAL HUMAN MOVEMENTS; ATHLETIC ACTIVITY OR ATHLETIC ACTIVITIES" includes but is not limited to personal training, fitness classes, team or individual competitions, fitness assessments, use of facilities, observation of athletic activities, Olympic Lifting, Power Lifting, Strongman Training or competitions, gymnastics, strength & conditioning, metabolic conditioning, plyometrics, interval training, bodyweight conditioning, bouldering, rope climbing, macro climbing, stretching, outdoor running on trails or sidewalks, sports, and programs, clinics, seminars, Brazilian Jiu-jitsu and services provided to the participant by CFA & CLO.

b) The term "injury" shall refer to all forms of physical, mental and emotional injury in any way related to athletic activity or FHM and transportation activities including, but not limited to: death, breaks, strains, lacerations, dis-locations, exercise induced rhabdomyolysis, heart failure, concussion, frostbite, hypothermia, heat illness, dehydration, trauma, anxiety and fears.

DISCLAIMER:

CFA & CLO and their pastors, deacons, leaders, members owners, volunteers, directors, officers, employees, trainers, coaches, instructors, agents, officials, independent contractors, servants, representatives, successors and assigns (herein after referred to as "CFA & CLO") are not responsible for any death, injury, loss, or damage of any kind suffered by any person while using CLO & CFA facilities, participating in or watching CFA & CLO activities, caused in any manner whatsoever including, but not limited to, the negligence of CFA & CLO.

I am aware that athletic activities and FHM have inherent dangers and risks including but not limited to the potential for serious personal injury or death caused by any CFA athletic activities or FHM or any condition of the facilities or equipment of CFA, some of which include:

- a.** Transient light headedness, fainting, abnormal blood pressure, chest discomfort, muscle cramps, muscle soreness, pain, discomfort, fatigue, nausea, heart failure, exercise induced rhabdomyolysis;
- b.** All manner of injury resulting from slipping or falling, either roped or unroped, while jumping, skipping, running walking, lifting, climbing and impacting against the floor, walls, equipment, other athletes, or any permanent or temporary fixtures or equipment;
- c.** Abrasion, entanglement, lacerations, bruising, dislocation, and other injuries resulting from activities on or near stands, racks, weight bars, Olympic Bars, Pull Up Bars, walls, ropes, cargo nets, bumper plates, Olympic weight plates, medicine balls, and plyometric-boxes;
- d.** Injuries resulting from falling athletes or objects such as weights, dumbbells, bars, medicine balls, ropes and so forth or by an objects dropped by other persons conducting athletic activities or assisting others;
- e.** Failure of the equipment, racks, stands, bars, attachments, anchors, ropes, harness;

And I do hereby further acknowledge and agree:

- a.** That the athletic activities and FHM I am participating in requires a moderate to high degree of effort, are designed to be executed in high intensity, and are intended, to maximally challenge my cardiovascular endurance, stamina, strength, flexibility, speed, power, coordination, agility, balance and accuracy;
- b.** That I will honestly represent my level of fitness, health, nutrition, use of medication, medical history, and current physical, mental and medical condition to CFA & CLO;
- c.** That although CFA & CLO takes steps to reduce the risks and increase the safety of all athletic activities, it is not possible for CFA & CLO to make these athletic activities completely safe;
- d.** That I am personally responsible for my preparation prior to athletic activities, my concentration and attention during these athletic activities, and for my post activity rest and recovery

- e. That I will learn and obey the rules and regulations of CFA & CLO, and that I will follow the directions and instructions of CFA & CLO during athletic activities / FHM;
- f. That I will inform CFA & CLO immediately should I feel any pain, discomfort, fatigue, nausea or other symptoms that I may suffer during athletic activity / FHM.
- g. That I consent to receive first aid and medical treatment by CFA & CLO in the event of an accident, injury or illness during athletic activity and FHM.
- h. That I may stop participating at any time and that I may be directed to stop by CFA & CLO should I display any noticeable signs of distress.
- i. That I must participate in and pay for a “3 – 2 – 1 Go!” Introduction to Crossfit Principles and Protocols or; adhere to and take a physical aptitude test all at the discretion of CFA & CLO.***
- j. That CFA & CLO may videotape, audiotape, or photograph you for instructional and promotional purposes without payment of any kind to you and without further notice to you or permission from you.

In consideration of CLO & CFA, allowing me to participate in CFA & CLO athletic activities and FHM, and for other good and valuable consideration, receipt and sufficiency of which is acknowledged, I hereby agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS that I have or may have in the future against CLO & CFA, pastors, deacons, leaders, members, owners, volunteers, directors, officers, employees, trainers, instructors, agents, officials, independent contractors, servants, representatives, successors and assigns (all of whom are hereinafter referred to as the “RELEASEES”) and TO RELEASE THE RELEASEES from any and all liability for any loss, damage, expense or injury including death that I may suffer or that my next of kin may suffer as a result of my participation in climbing and transportation activity, DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, ON THE PART OF THE RELEASEES, AND INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF ATHLETIC ACTIVITIES;

2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any property damage or personal injury to any third party resulting from my participation in athletic activities / FHM;

3. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any costs they may incur for medical costs, emergency transportation, and litigation resulting from my participation in athletic activities / FHM

4. That this Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity;

5. This Agreement and any rights, duties and obligations as between the parties to this Agreement shall be governed by and interpreted solely in accordance with the laws of NSW Australia and no other jurisdiction; and

6. Any litigation involving the parties to this Agreement shall be brought solely within NSW and shall be within the exclusive jurisdiction of the Courts of NSW.

In entering into this Agreement I am not relying on any oral or written representations or statements made by CLO & CFA with respect to the safety of athletic activities / FHM other than what is set forth in this Agreement.

I CONFIRM THAT I AM THE FULL AGE OF NINETEEN (19) YEARS AND I HAVE READ AND UNDERSTOOD THIS AGREEMENT PRIOR TO SIGNING IT, AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY NEXT OF KIN, HEIRS, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST CFA.

Privacy and Protection of Information: WE WILL NOT SELL OR RELEASE YOUR PERSONAL INFORMATION

Signature	
Date: _____	Location: _____
Participants Signature: _____	Date: _____
Parent / Guardian Name : _____	Date : _____
Parent / Guardian (if under 19 years of age): _____	Date: _____
Signature of Coach / Instructor: _____	Date: _____

This agreement must be completed in full, initialled where indicated, dated, signed and witnessed prior to participating in any CLO & CFA FHM.

Regards,

CFA

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