

Waiver & Release of Liability:

Express assumption of risk: I, the undersigned, am aware that there are significant risks involved in all aspects of physical training. I understand and agree that I am voluntarily participating in physical activities which may expose me to risk of injury. 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. I am aware that any of these above mentioned risks and the risks involved in physical training 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, class or event while at CrossFit RED I, the undersigned acknowledge that I have no physical impairments or illnesses that will endanger myself or others. I will notify CrossFit RED in writing if I become unable to participate in an activity due to some physical or mental considerations.

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 available at CrossFit RED, I, the undersigned hereby release CrossFit RED, 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.

Indemnification: I recognize that there is risk involved in the types of activities offered by CrossFit RED Therefore I accept financial responsibility for any injury that I may cause either to myself or to any other participant due to my negligence. Should CrossFit RED, their principals, agents, employees, and volunteers, 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 RED, 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 CrossFit RED.

Minors: If I am signing on behalf of a minor child, I also give full permission for any person connected with CrossFit RED 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.

Photo Release: I do hereby give CrossFit RED the irrevocable right to use my name and picture in all forms and media and in all other manners, including composite representations, for advertising, trade, or any other lawful purposes, and I waive any right to inspect or approve the finished versions.

Membership Termination: The provision of this Agreement shall continue in full force and effect even after the termination of my membership with CrossFit RED.

Oral Agreements: This Agreement contains the entire agreement between the parties, and supersedes any prior written or oral agreements between them concerning the subject matter of this Agreement. The provisions of this may be waived, altered, amended or repealed, in whole or in part, only upon the prior written consent of all parties.

Rhabdomyolysis (Rhabdo):

Can you "overdo it" when working out? Of course you can, and at some point we all do to a certain extent. You want to make sure that plain old soreness, not pain, is all you get. There is a reason people ease into these workouts. Because of the fact that CrossFit produces a strong adaptation from your body, there is a potential to get a negative systemic response if you go too hard when starting out.

A condition called **rhabdomyolysis** can occur with extremely hard efforts or workouts. Your body can handle a certain amount of muscle damage from working out, this is how we "grow" our muscles. By repeatedly taxing muscle tissue, then rebuilding that tissue our muscles get stronger. If you overdo it you can cause so much muscle damage that the waste materials end up in your kidneys, where normally those wastes go, but in much smaller amounts. If you have trashed your muscles tissue by exerting too hard, you can have serious kidney problems. In some rare cases this has led to death. You can avoid this by using common sense and following one of the most basic rules of CrossFit: **Leave your ego at the door.**

How do you avoid Rhabdo? **Stay hydrated** (not 20 minutes before a workout, more like 12 hours), drink a lot of water every day whether working out or not. **Practice good nutrition habits.** Don't starve yourself or eat trash. You need natural minerals and vitamins. They don't all come from a designer shake and you need the fiber from a normal vegetable intake as well. Sleep well, limit stress, and chiefly, **ease into this.** CrossFit will be here for the rest of your life, enjoy it. There will be plenty of time to get your butt kicked by fun/hard workouts!

I am aware that there are significant risks involved in all aspects of physical training including Rhabdomyolysis. I understand and agree that I am voluntarily participating in physical activities which may expose me to this risk.

General Rules:

Attire: No open-toed shoes, sandals, bare feet, or slipper-type shoes allowed in the training area during class times.

Lost Articles: CrossFit Red assumes no responsibility for lost or stolen articles. Lost and found articles not claimed will be donated to charity.

Smoking: No smoking is allowed in any part of the facility or within 20 ft of any entrance.

Food and Drink: No food may be taken into the workout area. A drink may be taken into the workout area if it is in a closed-lid container.

Children: Members/guests/visitors must be 16 years of age or older unless supervised by a parent or legal guardian at all times.

Conduct: CrossFit RED is committed to the health, safety, and welfare of each of its members and staff and will not tolerate unreasonable, threatening, obscene, harassing, indecent, or illegal behavior. CrossFit RED has the right to judge behavior and respond accordingly. This right includes, but is not limited to, termination of membership of any member engaging in unacceptable behavior.

Damages: Members shall pay for any damages to CrossFit RED property which results from the willful or negligent conduct of member, member's guest, or their children.

Rules and/or Regulations: Members who do not observe CrossFit RED rules and regulations or who abuse equipment in any fashion will be asked to leave. The management reserves the right to terminate membership to anyone who refuses to observe any of CrossFit RED's rules or regulations. Not all rules and regulations are listed in this agreement. CrossFit RED reserves the right to add to, change or remove rules, conditions of membership, opening/closing hours, the services and facilities offered by CrossFit RED.

Agreement Acceptance:

I have read, and fully agree to the terms of this Agreement and I understand and agree that by signing this Agreement (which contains a waiver, general release, assumption of risks, indemnification, rhabdomyolysis release and general rules) I have given up considerable future legal rights. I understand that by signing this Agreement 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 have signed this Agreement freely, voluntarily, under no duress or threat of duress, without inducement, promise or guarantee being communicated to me. I certify and warrant that I am 18 years of age or older and mentally competent to enter into this Agreement.