

Waiver

INFORMED CONSENT/ASSUMPTION OF RISK

I (name), _____, on this **date** _____ agree to participate in one or more physical fitness/strength and conditioning class(es)/program(s) sponsored by Black Swamp CrossFit, which may include, but not necessarily be limited to CrossFit Training, and/or training of any kind by any affiliate, subsidiary or partnership of Black Swamp CrossFit.

Black Swamp CrossFit has made me fully aware that the fitness programs/classes offered 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 programs/classes are not without varying degrees of risk which may include, but are not limited to the following: 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; injury or death due to rhabdomyolysis; and/or injury or death due to a medical condition, whether known or unknown by me.

Among the potential risks of strenuous exercise is a rare but serious condition known as **Rhabdomyolysis**. Rhabdomyolysis is a medical disorder that harms the kidneys. The disease results from the toxicity of destroyed muscle cells. A pigment that contains Iron, called myoglobin that exists in skeletal muscle enters the bloodstream after the muscle suffers damage. The kidneys have difficulty filtering the myoglobin out of the bloodstream, because it blocks the structures within the kidney, which can result in serious kidney damage or kidney failure. Additionally, the dead skeletal muscle can cause large shifts in fluid from the bloodstream into the muscle, which reduces the relative fluid volume of the body and can lead to shock and reduced blood flow to the kidneys. This condition has many causes, among them are:

- Severe exertion such as marathon running or calisthenics
- Ischemia or necrosis of the muscles (as may occur with arterial occlusion or other conditions)
- Seizures
- Use or overdose of drugs-especially cocaine, amphetamines, statins, heroin, or PCP
- Trauma
- Shaking chills
- Heat intolerance and/or heatstroke
- Alcoholism (with subsequent muscle tremors)
- Low phosphate levels

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 any and all risks that I am exposing myself to as a result of my participation in Black Swamp CrossFit programs/classes and accept full responsibility for any injury or death that may result from participation in any activity, class or physical fitness program.

I hereby certify that I know of no medical problems that would increase my risk of illness and injury as a result of participation in a fitness program designed by Black Swamp CrossFit. I have been informed that there exists the possibility of adverse physical changes during an exercise program, and I fully understand the same. Black Swamp CrossFit informed me that these changes could include abnormal blood pressure, fainting, disorder of heart rhythm, stroke, and in very rare instances, heart attack or even death, and I fully understand the same. With my full understanding of the above information, I agree to assume any and all risk associated with my participation in Black Swamp CrossFit fitness programs.

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 Black Swamp CrossFit, and with my full understanding of all of the above, I hereby waive, release, remise and discharge Black Swamp CrossFit and its agents, officers, principals and employees and volunteers, 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 Black Swamp CrossFit fitness programs/classes/bootcamps, including those allegedly attributed to the negligent acts or omissions of the above mentioned parties.

I recognize that there is risk involved in the types of activities offered by Black Swamp CrossFit. Therefore, I accept full financial responsibility for any injury that I may cause either to myself or to any other participant due to negligence. Should the above mentioned parties, or anyone acting on their behalf, be required to incur attorney's fees and defense costs to enforce this agreement, I agree to reimburse them for such fees and costs. I further agree to indemnify, defend, and hold harmless Black Swamp CrossFit, 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 Black Swamp CrossFit.

By signing this agreement I am opting in to allow BSCF to utilize my email for newsletter, marketing mailings and any BSCF correspondence. In addition I agree to allow BSCF utilize my picture or likeness for marketing purposes including but not limited to Facebook, Twitter, Flickr, Instagram and BSCF marketing material.

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 Black Swamp CrossFit 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 wellbeing of the child.

I have fully read and fully understand 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.

Signature **X** _____

Date Signed _____

PLEASE PRINT

First Name _____ **Last Name** _____

Address _____ **City** _____ **State** _____ **Zip** _____

Phone _____

Email _____

Emergency Contact _____ **Emg Contact Phone** _____