



# ATHLETE LIABILITY RELEASE FORM

1737 Georgetown Rd, Suite F • Hudson, OH 44236 • 330-671-0814

SPC CROSSFIT recommends that you clear your participation in any exercise program with your physician.

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_

Home: \_\_\_\_\_ Cell: \_\_\_\_\_

E-mail: \_\_\_\_\_

Emergency Contact (name & number): \_\_\_\_\_

## INFORMED CONSENT/ASSUMPTION OF RISK:

I, \_\_\_\_\_, agree to participate in one or more physical fitness program(s)/class(es) sponsored by SPC CROSSFIT, which may include, but not necessarily be limited to, SPC CROSSFIT Boot Camp, SPC CROSSFIT Kids, Cross Fit Training, and/or training of any kind by any affiliate, subsidiary or partnership of SPC CROSSFIT and/or Toby Jurging (hereinafter collectively referred to as SPC CROSSFIT). SPC CROSSFIT made me fully aware that the fitness programs/classes which SPC CROSSFIT offers 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, or
- injury or death due to a medical condition, whether known or unknown by me.

I am aware that any of these abovementioned risks may result in serious injury or death to myself and or my partner(s).

Initials: \_\_\_\_\_

I willingly assume full responsibility for any and all risks that I am exposing myself to as a result of my participation in SPC 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 of participation in a fitness program designed by SPC CROSSFIT. SPC CROSSFIT informed me that there exists the possibility of adverse physical changes during an exercise program, and I fully understand the same. SPC 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 SPC CROSSFIT fitness programs/classes.

Initials: \_\_\_\_\_

**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 SPC CROSSFIT, and with my full understanding of all of the above, I hereby waive, release, remise and discharge SPC 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 SPC CROSSFIT programs/classes, 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 SPC 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 well being of the child.

**Initials:** \_\_\_\_\_

**Indemnification:**

I recognize that there is risk involved in the types of activities offered by SPC CROSSFIT. Therefore I accept financial responsibility for any injury that I or 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 SPC 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 SPC CROSSFIT.

**Initials:** \_\_\_\_\_

**Use of picture(s)/film/likeness:**

I agree to allow SPC CROSSFIT, its agents, officers, principals, employees and volunteers to use picture(s), film and/or likeness of me for advertising purposes. In the event I choose not to allow the use of the same for said purpose, I agree that I must inform SPC CROSSFIT of this in writing.

**Initials:** \_\_\_\_\_

**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.**

\_\_\_\_\_  
**Participant's Signature (please sign)**

\_\_\_\_\_  
**Today's Date**



# Addendum:

**Release:**

I hereby waive, release, remise and discharge The Ellsworth Family and Ellsworth Family Trust 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 the NEO CrossFit Challenge event, 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. I assume responsibility for all injuries that may occur while participating in the aforementioned event held on the property located at 6755 State Route 43, Kent, OH owned by the Ellsworth Family Trust. The Ellsworth Family and Ellsworth Family Trust assumes no responsibility for any injury or medical condition that may result of participating in the NEO CrossFit Challenge.

**Initials:** \_\_\_\_\_

**Minors (under the age of 18): \*\*\* only for parents of minors**

I, \_\_\_\_\_, parent of \_\_\_\_\_ hereby waive, release, remise and discharge SPC CrossFit LLC 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 son/daughter's participation in SPC CrossFit, 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. I assume responsibility for all injuries that may occur to my son/daughter while participating in SPC CrossFit LLC events .

**Parent/Guardian Initials:** \_\_\_\_\_

**Parent/Guardian Signature:** \_\_\_\_\_

**Parent/Guardian Name (Print):** \_\_\_\_\_