



## Express Assumption of Risk/Waiver of Liability and Release Agreement

I, the undersigned, hereby expressly and affirmatively state that I wish to participate in fitness assessments, activities, programs, nutritional coaching, holistic health counselor, and sports conditioning and in the use of exercise equipment at various sites including home, club or worksite that may be provided or recommended by High Voltage Fitness Inc., CrossFit High Voltage, CrossFit, coaches, trainers, affiliates, directors, officers, agents, employees, representatives, successors, and assigns (Facility). I realize that my participation in these activities or in the use of equipment involves various risks of injury including but not limited to musculoskeletal, soft-tissue, neurological, rhabdomyolysis, and cardiovascular injury and even the possibility of death. I also recognize that there are many other risks of injury, including serious disabling injuries that may arise due to my participation in these activities or in the use of equipment and those risks, including remote ones, have been reviewed with me. I hereby expressly assume all of the delineated risks of injury, all other possible risks of injury and even the risk of death which could occur by reason of my participation in any of the assessments, activities or programs or in the use of equipment in any or all settings.

I have had an opportunity to ask questions regarding my participation in various activities and in the use of exercise equipment. Any questions I have asked have been answered to my complete satisfaction. I subjectively understand the risks of my participation in various activities or in the use of equipment and knowing and appreciating these risks, I voluntarily choose to participate, assuming all risks of injury and death, which may arise due to my participation

I further acknowledge that my participation in the activities and use of equipment is completely voluntary and that it is my choice to participate and/or use equipment or not to participate as I see fit.

In consideration of being allowed to participate in the activities, training, and programs provided by High Voltage Fitness Inc, CrossFit High Voltage, CrossFit, coaches, trainers, affiliates, directors, officers, agents, employees, representatives, successors, and assigns, and/or in the use of its facilities, equipment and machinery, I do hereby waive, release and forever discharge High Voltage Fitness Inc., CrossFit High Voltage, CrossFit, coaches, trainers, affiliates, directors, officers, agents, employees, representatives, successors, and assigns (Facility), and all other from any and all responsibility or liability for injuries or damages resulting from my participation in any activities at Facility or elsewhere. I do also release all of those mentioned and any others acting upon their behalf from any responsibility or liability for any injury or damage to myself, including those caused by the negligent act or omission of any of those mentioned or other acting on their behalf or in any way arising out of or connected with my participation in any of the contemplated activities or in the use of equipment and machinery through the Facility or otherwise. I understand that this release is given in advance of any injury or damage to me and that it includes injury or damage to me cause by the ordinary negligence of those released hereby but not from gross negligence, willful/wanton/intentional or criminal conduct. This agreement also serves as a release and assumption of risk for my heirs, executors and administrators and for all members of my family, including any minors.

I understand and am aware that strength, flexibility, aerobic exercise including the use of equipment is a potentially hazardous activity. Sports conditioning and fitness coaching is an

activity requiring considerable coordination, agility, and a high level of cardiovascular fitness. It involves vigorous activity for as long as an hour or more, many quick bursts of speed, and being alert to fast moving objects in a designated space.

I do hereby acknowledge that High Voltage Fitness Inc, CrossFit High Voltage, CrossFit, coaches, trainers, affiliates, directors, officers, agents, employees, representatives, successors, educators, and holistic health counselors are not a licensed medical doctor nor licensed primary care provider.

I understand the sole intention is to offer me the general educational information I request. If I choose to use this information to work on myself then I affirm that the responsibility is solely mine.

I understand that one should never use the information provided in any way that contradicts, conflicts, or opposes a course of treatment recommended by a primary health provider such as a licensed medical doctor. If I ever perceive or feel that information given provided opposes a licensed doctor's treatment or recommendations, I am strongly advised to follow the advice and instructions of my licensed primary health care provider.

In consideration of my participation in Transformational Nutrition Coaching, I hereby accept all risk to my health and of my injury or death that may result from such participation and I hereby release all the above educators, health counselors, nutritional coaches, employees, consultants, representatives, successors, its governing board, officers, employees and representatives from any liability to me, my personal representatives, estate, heirs, next of kin, and assigns for any and all claims and causes of action for loss of or damage to my property and for any and all illness or injury to my person, including my death, that may result from or occur during my participation in Transformational Nutrition Coaching, whether caused by negligence of the Institution, its governing board, officers, employees, or representatives, or otherwise. I further agree to indemnify and hold harmless the Institution and its governing board, officers, employees, and representatives 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 the described in Transformational Nutrition Coaching session.

I do further declare myself to be physically sound and suffering from no condition, impairment, disease, infirmity or other illness that would prevent my participation in any of the activities and programs provided through Facility or in use of equipment. I do hereby acknowledge that I have been informed of the need or desirability for a physicians approval for my participation in exercise/fitness activity or in the use of exercise equipment. I also acknowledge that it has been recommended that I have a yearly physical examination and consultation with my physician as to physical activities, exercise and as to the use of exercise equipment so that I might have recommendations concerning these physical activities and equipment use. I acknowledge that I have either had a physical examination and have been given my physicians permission to participate or that I have decided to participate in activity and/or use of equipment without the approval of my physician and do hereby assume all responsibility for my participation and activities or in the utilization of equipment without that approval.

I hereby grant CrossFit High Voltage the irrevocable right and permission to use photographs and/or video recordings of me on premises and other websites and in publications, promotional flyers, educational materials, derivative works, or for any other similar purpose without compensation to me.

I understand and agree that such photographs and/or video recordings of me may be placed on the Internet. I also understand and agree that I may be identified by name and/or title in printed, Internet or broadcast information that might accompany the photographs and/or video recordings of me. I waive the right to approve the final product. I agree that all such portraits, pictures, photographs, video and audio recordings, and any reproductions thereof, and all plates, negatives, recording tape and digital files are and shall remain the property of the CrossFit High Voltage.

I hereby release, acquit and forever discharge the State of California, CrossFit High Voltage, its current and former trustees, agents, officers and employees of the above-named entities from any and all claims, demands, rights, promises, damages and liabilities arising out of or in connection with the use or distribution of said photographs and/or video recordings, including but not limited to any claims for invasion of privacy, appropriation of likeness or defamation.

IN WITNESS WHEREOF, the participant and the participants parent(s) have executed this Express Assumption of Risk/Prospective Waiver of Liability and Release Agreement this [date] which shall be binding upon each of them and their respective heirs, executors, administrators and assigns. Each does hereby further agree to indemnify and hold Facility and all those identified or named herein absolutely harmless in the event that anyone claiming any cause of action as a result of any injury and/or death to participant attempts at any time to institute any claim or suit against Facility/ High Voltage Fitness Inc., CrossFit High Voltage, CrossFit, coaches, trainers, affiliates, directors, officers, agents, employees, representatives, successors, and assigns arising out of any of the activities or programs herein or in the use of any equipment.

Signature:

Date: