

ADULT RELEASE OF LIABILITY - CROSSFIT MAIN LINE & CROSSFIT R5

Name: _____ Gender: M / F Date of Birth: MM / DD / YY

Informed Consent / Assumption of Risk

I, _____ Print Name, agree to participate in one or more physical fitness program(s)/class(es) sponsored by Project X, LLC (dba. CrossFit Main Line) and/or Project X II, LLC. (dba. CrossFit R5), which may include, but not necessarily be limited to, CrossFit Training, CrossFit Kids and/or training of any kind by any affiliate, subsidiary or partnership of Project X, LLC, Project X II, LLC its employees, contractors and/or Daniel Davidson and Merrilee Davidson (hereinafter collectively referred to as Project X). Project X made me fully aware that the fitness programs/classes which Project X 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 above mentioned risks may result in serious injury or death to myself and or my partner(s).

Initial to accept above: _____

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

Release Of Liability

Initial to accept above: _____

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 Project X, and with my full understanding of all of the above, I hereby waive, release, remise and discharge Project X, Heagle Associates, S.W. Bajus, Ltd., Stephen Bajus, Keystone Devon Square Associates, L.P., B&R Devon Owner, L.P. and their 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 Project X fitness 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. I also give full permission for any person connected with Project X 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 and to transport the person to a medical facility deemed necessary for their well being.

Initial to accept above: _____

I AGREE NOT TO BRING ANY CLAIM AGAINST RELEASEES, which claims concern in any way death, injury, damage, or loss of any type or nature, which arise out of, are related to, or are in any way connected with attending, participating in, volunteering at or spectating at CrossFit Activities, and/or which arise out of or are connected in any way with my use of, or my presence at the Facility(ies) at which (those) activities held, whether injury, death or disability, loss or damage is caused in whole or in part by negligence, gross carelessness, or other acts or failure to act of those persons or entities.

Initial to accept above: _____

Indemnification: I recognize that there is risk involved in the types of activities offered by Project X. 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 Project X, 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 Project X.

Initial to accept above: _____

Use of picture(s)/film/likeness: I agree to allow Project X, its agents, officers, principals, employees and volunteers to take 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 Project X of this in writing.

Initial to accept above: _____

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 and that participation in Project X sanctioned activities is not permitted without signing the release waiver.

Month / Day / Year

Participant's Signature (please sign & date)