

WAIVER:

Please be advised that we at Ruination CrossFit recommend you consult with your physician before beginning any regular physical activity.

Your Full Name: _____ Date of Birth: _____

Email Address: _____

WE DO NOT SPAM OR GIVE EMAIL ADDRESSES OUT TO ANYONE; WE USE THIS INFORMATION TO IDENTIFY YOU IN OUR SYSTEM.

How'd You Hear About Us? _____ Cell Phone #: () _____

Home Address: _____ City/State: _____

Emergency Contact: _____

Relationship To You: _____ Cell Phone #: () _____

RELEASE OF LIABILITY:

1. General Release. On behalf of myself, my heirs, executors, administrators, assigns and legal representatives, I do hereby forever irrevocably and unconditionally RELEASE, DISCHARGE AND COVENANT NOT TO SUE RUINATION CROSSFIT OR ITS PRINCIPALS, AGENTS, EMPLOYEES, VOLUNTEERS, or any persons acting by, through, under or in concert with any of them (collectively, "**Released Parties**") 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 use of any exercise equipment or facilities that are provided by Released Parties, or from any alleged NEGLIGENCE INSTRUCTION, SUPERVISION, OR ACT OF OMISSION by Released Parties, INCLUDING WITHOUT LIMITATION, PRODUCT DEFECT, FAILURE TO WARN, FAILURE TO INSTRUCT, FAILURE TO CONSTRUCT PROPERLY, FAILURE TO KEEP SAFE, FAILURE TO MAINTAIN OR OTHER TORTIOUS CONDUCT.

2. Assumption of Risks. I hereby represent, and Released Parties rely upon such representation, that I am familiar with and have knowledge of the risks, dangers, hazards and perils associated with exercise and intense physical exertion (hereafter, "CrossFit"). These risks include, but are not limited to: falls which can result in serious injury or death, injury or death due to my negligence or the negligence of others, injury or death due to improper use or failure of equipment and the risks of rhabdomyolysis. I hereby assume full responsibility for and risk of such personal injury, including death, and damage to property. I warrant that I am in good health and have no physical condition that will endanger me or others.

3. Waiver of Cal. Civil Code § 1542. I acknowledge that by way of the General Release stated above, I am assuming all risk of bodily injury, death or property damage, and all other unknown and unanticipated claims, and I agree to the release of Released Parties. Accordingly, I expressly waive whatever benefits I may have under Section 1542 of the California Civil Code:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

4. Breadth of Release, Waiver and Indemnity. I expressly agree that this Release, Waiver and Indemnity is intended to be as broad and inclusive as permitted by applicable law and that if any portion of it is held invalid, then the balance shall nevertheless continue in full legal force and effect.

5. Indemnity. I hereby agree to indemnify, defend and hold the Released Parties harmless from and against any and all claims, causes of action, demands or charges of whatever nature which any third party or person may claim to have or hold for property damage or personal injuries or any other damages including death, arising from or related to my participation with CrossFit.

6. Arbitration of Certain Claims. Any dispute, controversy or claim arising out of or relating to this Release shall be settled by binding arbitration conducted by JAMS/Endispute, ("JAMS") in accordance with JAMS Comprehensive Arbitration Rules and Procedures (the "Rules"). The arbitration shall be heard by one arbitrator to be selected in accordance with the Rules, in Orange County, California. Judgment upon any award rendered may be entered in any court having jurisdiction thereof. Within seven (7) calendar days after appointment, the arbitrator shall set the hearing date, which shall be within ninety (90) calendar days after the filing date of the demand for arbitration unless a later date is required for good cause shown and shall order a mutual exchange of what he/she determines to be relevant documents and the dates thereafter for the taking of up to a maximum of five (5) depositions by each party to last no more than two (2) business days in aggregate for each party. Both parties waive the right, if any, to obtain any award for exemplary or punitive damages or any other amount for the purpose or imposing a penalty from the other in any arbitration or judicial proceeding or other adjudication arising out of or with respect to this Release, including any claim that said Release, or any part hereof, is invalid, illegal or otherwise voidable or void. In addition to all other relief, the arbitrator shall have the power to award reasonable attorneys' fees to the prevailing party. The arbitrator shall make his or her award no later than seven (7) calendar days after the close of evidence or the submission of final briefs, whichever occurs later.

7. Use of Photos/Film/Likeness. I further agree to allow Released Parties the use of photos, film, and/or likenesses 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 provide written notice to Released Parties.

8. Applicable Law; Severability. This Agreement shall be governed by the laws of the State of California applicable to contracts made and to be fully performed in the State of California. Any provision of this Agreement which may be prohibited by or otherwise held invalid, void, or unenforceable shall be ineffective only to the extent of such prohibition or invalidity and shall not invalidate or otherwise render ineffective any other provisions hereof.

9. Minor Child(ren). I also give full permission for any person connected with Released Parties 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(ren) and to transport the child(ren) to a medical facility deemed necessary for the well-being of the child(ren).

Printed Name: _____

Signature: _____ Date: _____