

CRUfit **ADULT** WAIVER & RELEASE AGREEMENT

EXERCISE, EQUIPMENT AND CLASSES

All workouts, classes, use of weights, use of machinery and use of equipment and apparatus at CRUfit shall be at the member, guest or participant's sole risk. The member, guest or participant understands that even though CRUfit workouts are organized, led by instructors and sometimes require the participant to leave the CRUfit facility and engage in activities outdoors, the final decision to participate in exercise programs or methods and decisions related to the types of equipment the member, guest or participant uses shall be solely his or her responsibility. Performance Max, Inc. dba CRUfit, its owners, employees, contractors, managers and all other related entities and individuals (collectively referred to herein as "CRUfit"), shall not be liable to member, guest or participant for any claims, demands, damages or causes of action due to injury to member, guest or participant's person or property arising out of or in connection with the use by him or her of the services, facilities and/or premises of any CRUfit location regardless of whether the injury or damages were caused by the negligence of CRUfit, its instructors, its employees or its agents. This waiver and release specifically applies to claims of negligent instruction and/or supervision that may arise as a result of injuries sustained during classes or training programs and the waiver and release applies regardless of whether the injuries were sustained inside the facility or caused by malfunctioning exercise equipment.

GENERAL USE OF CRUFIT LOCATIONS

It is expressly agreed that the use of all CRUfit premises and facilities (including but not limited to the workout floor area, restrooms, locker areas, outdoor areas, local trails, local parks, etc.), without limitation and whether engaging in exercise activities or not, shall be undertaken by a member, guest or participant at his or her sole risk. CRUfit shall not be liable for any injuries or damages to any member, guest or participant, or the property of any member, guest or participant, or be subject to any claim, demand, damages or causes of action arising out of the use of, or occurring on, any CRUfit premises or facilities regardless of whether it was caused by the negligence of CRUfit, its employees or its agents. It is agreed that this waiver and release agreement applies to any and all incidents occurring on any CRUfit operated premises or facilities. This waiver and release agreement specifically applies to, but is not limited to, slip or trip and fall incidents, regardless of the cause.

The undersigned also expressly acknowledges that by signing below he or she is relinquishing all rights he or she may have to sue CRUfit for injuries arising out of the use of its premises, facilities, its services or participation in its programs. This release is intended to be interpreted as broadly as allowed under California law.

PRINT MEMBER NAME _____

MEMBER SIGNATURE _____ DATE _____

EMAIL _____ PHONE _____

FRONT DESK: check box when waiver entered into client profile