

WAIVER, INDEMNITY AND CONSENT

1. GENERAL

- 1.1 In this document –
- 1.1.1 “**Activities**” shall mean all training activities, classes, events and other activities of whatsoever nature presented or organised by Christopher.
- 1.1.2 “**Christopher**” shall mean collectively Christopher Woolcott and the sole proprietorship operated by him known as “Greenside CrossFit”;
- 1.2 You (the undersigned), warrant that you are over 18 years of age and have the capacity to be bound by the contents of this document and hereby acknowledge and accept your attendance to perform the Activities under the supervision of Christopher.
- 1.3 The provisions of this document shall be binding on you, your heirs, executors, administrators or trustees, as the case may be.

2. LIMITATION OF LIABILITY

PLEASE READ THIS SECTION CAREFULLY AS IT LIMITS CHRISTOPHER’S LIABILITY TO YOU.

- 2.1 Christopher will not be liable to you for any loss or damage of whatsoever nature or kind which you may suffer, no matter how such loss or damage is occasioned, even if caused by the negligence of Christopher.
- 2.2 Accordingly, and without limiting the generality of the foregoing, Christopher will not be liable to you for any loss or damage, including direct, indirect and/or consequential losses, suffered by you arising directly or indirectly from –
 - 2.2.1 your participation in the Activities;
 - 2.2.2 your use of any equipment during the Activities;
 - 2.2.3 failure of any equipment used by you during the Activities;
 - 2.2.4 any loss or damage caused to your vehicle, its accessories or contents while parked in the designated parking area of or in the general vicinity of the premises where the Activities take place;
 - 2.2.5 any personal injury or accident arising from your use of any part of the premises where the Activities take place;
- 2.3 You waive all rights to claim damages from Christopher should any of the events occur or loss or damage arise.

INITIAL

3. ASSUMPTION OF RISK

PLEASE READ THIS SECTION CAREFULLY AS IT SETS OUT THE RISKS YOU WILL ASSUME.

- 3.1 You hereby acknowledge that you understand that –
 - 3.1.1 the Activities involve high intensity physical exercises and movements which are demanding and require physical exertion;
 - 3.1.2 there are significant risks involved in all aspects of the Activities; and
 - 3.1.3 these risks include, but are not limited to, injuries which could include severe inflammation of muscles, joints and tendons, torn muscles and tendons, fractures, more serious injuries such as head and spinal injuries, myocardial infarction (heart-attack) and cerebrovascular injuries (stroke) which could lead to death, and as such you hereby consent to and accept the risks associated with your participation in the Activities.
- 3.2 You furthermore acknowledge that you understand that it is your responsibility to –
 - 3.2.1 ensure that you are physically and mentally capable to participate in the Activities; and
 - 3.2.2 immediately stop participating in any of the Activities and inform Christopher if you should experience any discomfort or suffer any injury and/or if there is any change in your physical capability that would give rise to any risk in participating in any of the Activities.
- 3.3 You hereby indemnify and hold Christopher harmless against any and all claims for any loss, damage, harm injury or death to yourself, any third party or property resulting, directly or indirectly, from your participation in the Activities or premises where the activities take place.
- 3.4 Please take notice of the risk you assume above. You confirm that you understand the risks associated with your participation in the Activities and accept and consent to the risks involved above.

INITIAL

4. VIDEO/PHOTOGRAPHY RELEASE & CONSENT

The Activities may be recorded and photographed for training and promotional (including social media) purposes. You hereby consent to such use of these video recordings and photographs without compensation.

INITIAL

I hereby acknowledge that I have been given sufficient opportunity to read and consider the entire contents of this document and that I fully understand the contents hereof which have been fully explained to me.

NAME _____ **SIGNATURE** _____

DATE _____ **WITNESS** _____