

Unity Fitness, LLC dba CrossFit Lufkin Waiver and Release of Liability

Express assumption of risk: I, the undersigned, am aware that there are significant Express assumption of risk involved in all aspects of physical training. These risks **include, but are not limited** to falls 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; strains and sprains. I am aware that any of these above mentioned risks may result in serious injury or death to myself and or my partner(s), I willingly assume full responsibility for the risks that I am exposing myself to and accept full responsibility for any injury or death that may result from participation in any activity or class while at, or under the direction of the instructors.

I acknowledge that I have no physical impairments, or illnesses that will endanger others.

Release: In consideration of the above mentioned risks and hazards and in consideration of the fact that I am willingly and voluntarily participating in the activities offered, I, the undersigned hereby release Unity Fitness, LLC dba CrossFit Lufkin, their principals, agents, employees, and volunteers from any and all liability, claims, demands, actions or rights of action, which are related to, rise out of or are in any way connected with my participation in this activity, 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 the agreement is held invalid, I agree that the remainder of the agreement shall remain in full legal force and effect.

I agree to cease activity immediately if I feel faint, lightheaded, weak, or in emergent pain. I certify that I am in good physical condition and that I am aware of no physical impairments, illness, or injuries that prevent me from participating in any activities. It is ultimately up to me and not the instructors, to discontinue activity if I feel that the environment, a physical condition, the actions of myself or others, or any other reason, prohibits safe training.

I give full permission for myself, or, If I am signing on behalf of a minor child, to any person connected with Unity Fitness, LLC dba CrossFit Lufkin 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 minor or myself and to transport the minor or myself to a medical facility deemed necessary for the well being of the minor or myself. I agree to indemnify Unity Fitness, LLC dba CrossFit Lufkin for any and all claims brought on my behalf or on the behalf of the named minor by any person acting on myself or my child's behalf; I accept responsibility for all medical expenses incurred by myself or my child in connection with Unity Fitness, LLC dba CrossFit Lufkin or the use of the facilities.

Indemnification: The participant recognizes that there is risk involved in the types of activities offered. Therefore the participant accepts financial responsibility for any injury that 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 Unity Fitness, LLC dba CrossFit Lufkin, 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 Unity Fitness, LLC dba CrossFit Lufkin, at the main building or abroad. This includes but is not limited to parks, recreational areas, playgrounds, areas adjacent to main building, and/or any area selected for training by Unity Fitness, LLC dba CrossFit Lufkin.

I understand and agree that neither Unity Fitness, LLC dba CrossFit Lufkin, nor any of its owners, directors, employees, participants, volunteers, sponsors, advertisers, and if applicable, owners and lessors of the premises on which the Event(s) takes place (collectively and hereinafter "Releasees") or agent may be held liable for any claims or causes of action, and I personally assume full responsibility for any risks or loss, property damage, stolen property or personal injury, including death, that may be sustained by me as a result of my participation in any activity at Unity Fitness, LLC dba CrossFit Lufkin whether foreseeable or unforeseeable. **I agree to use my personal medical insurance as a primary medical coverage payment if accident or injury occurs.**

I have read the foregoing assumption of risk, and release of liability, and by signing it I acknowledge that I fully understand its terms. I have signed it freely and voluntarily without any inducement, assurance, or guarantee being made to me. I understand that by signing this form I am waiving valuable legal rights, and intend my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

Photography/Video Release: Participants involved in any activities offered may be photographed or videotaped during training. The undersigned hereby consents to the use of these photographs and/or videos without compensation, on our website or in any editorial, promotional or advertising material produced and/or published.

Name of participant: _____

Participant signature: _____ Date: _____

Name of Parent/Legal Guardian if participant is under 18: _____

Signature of Parent/Legal Guardian if participant is under 18: _____

Signature of representative for Unity Fitness, LLC dba CrossFit Lufkin: _____