

WAIVER AND RELEASE
ASSUMPTION OF RISK AND PARENTAL CONSENT AND INDEMNITY
AGREEMENT

In consideration of my minor child being permitted to participate in any way in **CrossFit Generation** sponsored Activities (“Activity”), by signing below, I agree to the following:

1. I understand the nature of **CrossFit Generation** activities and the Minor’s Experience and capabilities and believe the Minor to be qualified to participate in such Activity. I further acknowledge that I and the Minor are aware the activity will be conducted in facilities open to the public during the Activity. I further agree and warrant and will instruct the Minor that if at any time the Minor believes conditions to be unsafe, he/she will immediately discontinue further participation in the Activity. (Initial _____)
2. I FULLY UNDERSTAND that: (a) **CrossFit Generation** Activities involve risks and dangers of **SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS AND DEATH** (“Risks”); (b) these Risks and dangers may be caused by the Minor’s own actions, or inaction’s, the actions or inaction’s of others participating in the Activity, the condition in which the Activity takes place, or THE NEGLIGENCE OF THE “RELEASEES” NAMED BELOW; (c) there may be other risks and social and economic losses either not known to me or not readily foreseeable at this time; and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES incurred as a result of the Minor’s Participation in the Activity. (Initial _____)
3. I HEREBY RELEASE, DISCHARGE, COVENANT NOT TO SUE, AND AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS **CrossFit Generation**, their respective programs, administrators, directors, agents, officers, volunteers and employees, other participants, any sponsors, advertisers, and if applicable, owners and lessors of premises on which the Activity takes place (each considered one of the “Releasees” herein) from all liability, claims, demands, losses, or damages on the minor’s account caused or alleged to be caused in whole or in part by the negligence of the “Releasees” or otherwise, including negligent rescue operations and further agree that if, despite this release, I, the minor, or anyone on the Minor’s behalf makes a claim against any of the Releasees named above, I WILL INDEMNIFY, SAVE AND HOLD HARMLESS EACH OF THE RELEASEES FROM ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS LIABILITY, DAMAGE OR COST ANY MAY INCUR AS THE RESULT OF ANY SUCH CLAIM. (Initial _____)
4. I UNDERSTAND AND ACCEPT that photographs of my child and the workouts performed at **CrossFit Generation** can/will be posted on an owned and operated CrossFit Generation website. Please note, only first names of children will be posted if their picture is used. I will notify CrossFit Generation coaches in writing if I **do not** wish for pictures of my child to be taken and/or used on the website or on marketing/advertising material. (Initial _____)

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I AND THE MINOR HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THAT THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

Full Name of Minor Child (Please print)

Printed Name of Parent or Legal Guardian

Signature of Parent or Legal Guardian

Date

Printed Name of Witness

Signature of Witness

Date