



## Waiver & Release Form

### Please Read Carefully!

**1) Health Information:** Client (when used herein hereinafter includes Client and Client's parent(s) or legal guardians of Client, if applicable) represents and warrants that he/she is physically fit and has no medical condition that would prevent full participation in training provided by Mission Fitness CrossFit . Furthermore, Client represents that she/he is not aware of any existing mental or physical condition that might reasonably be expected to put him/her at any risk while training and using the facility and equipment. Client understands that it is his/her responsibility to consult with a physician prior to and regarding participation in any training provided by Mission Fitness. In consideration of being permitted to participate in physical training provided by Mission Fitness , Client agrees to assume full responsibility for any risk, injuries or damages known or unknown, which Client may incur as a result of participation in any of the program(s). Client knowingly, voluntarily and expressly waives any claim that Client may have against Mission Fitness and its employees for injuries or damages that Client may sustain as a result of participating in any Mission Fitness program.

**2) Compliance with Rules and Regulations:** Client agrees to comply with all rules and regulations as suggested by Mission Fitness including safety, acceptable clothing & footwear, hygiene and conduct. Furthermore, Client understands that Mission Fitness prohibits the use of any drugs or steroids on the premises.

**3) Duty of Care:** Client agrees to exercise care while using the equipment and facilities for the protection of the Client and others.

**4) Lost or Stolen Property:** Mission Fitness is not liable for any stolen or lost property of Client or guest.

**5) Postponement/Cancellations:** Client understands that Mission Fitness may postpone or cancel classes/programs due to illness, injury, weather, or other event, in Mission Fitness discretion.

**6) Enforcement Delay:** No failure or delay by Mission Fitness in enforcing any right under this agreement will operate as a waiver of that right or prevent Mission Fitness from exercising any other right under this agreement. No amendment or waiver of any term of this agreement will be effective unless it is in writing and signed by both parties.

**7) Severability:** If any provision of this agreement is found to be invalid or unenforceable, it will be considered separate and severable from this agreement and will not affect the validity or enforceability of any other term of this agreement.

**8) Law:** This agreement will be governed by the law of the STATE of NEW JERSEY.

**9) Release and Indemnity Agreement:** I acknowledge that the exercise and fitness programs and the use of the exercise equipment offered by Mission Fitness can provide for strenuous physical exercise, and I am aware of the inherent risk of serious physical injury, including but not limited to bodily injury, partial or total disability, paralysis, death and/or other dangers associated with the use of the equipment and participation in the programs. In consideration of Mission Fitness providing me with services, I hereby accept and fully assume all such risks and dangers and the possibility of personal injury, death, and property damage or loss resulting from such use and participation. I also hereby release, save harmless and indemnify Mission Fitness and its employees, from any and all claims, actions, costs, expenses and demands in respect to death, injury, loss or damage that I or my next of kin may suffer arising out of or in connection with my use of the facility and equipment and/or my participation in the fitness programs, due to any cause whatsoever, including without limitation, the negligence of Mission Fitness and its employees. I acknowledge that I have carefully read this "Waiver & Release" and fully understand that it is a release of liability and cannot be modified orally. This Agreement is governed by the laws of the State of New Jersey and any litigation arising hereunder or as a result of Client's use of the equipment and facilities shall be brought in the Superior Court of the State of New Jersey. The parties agree to the exclusive jurisdiction of such court and waive the right to bring an action elsewhere.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

(Or legal guardian if member is under the age of 18)

Print Name: \_\_\_\_\_ Email: \_\_\_\_\_

Phone Number: \_\_\_\_\_