

**Release of Liability, Waiver of Claims, Assumption of Risk, Indemnity Agreement and  
Jurisdiction Agreement,  
Pre- Screening & Health declaration**

**BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE**

**Section 1 – Personal Details**

**Participant details:**

First Name: \_\_\_\_\_ Surname: \_\_\_\_\_  
Nickname: \_\_\_\_\_ DOB: \_\_\_\_\_ Occupation: \_\_\_\_\_  
Address: \_\_\_\_\_  
Suburb: \_\_\_\_\_ State: \_\_\_\_\_ Post Code: \_\_\_\_\_  
Email: \_\_\_\_\_ H): \_\_\_\_\_  
Mob): \_\_\_\_\_ W): \_\_\_\_\_ Referred by: \_\_\_\_\_

In case of emergency, whom should we contact?

Title: \_\_\_\_\_ Name: \_\_\_\_\_ Surname: \_\_\_\_\_  
Hm: \_\_\_\_\_ Mob: \_\_\_\_\_ Wk: \_\_\_\_\_  
E-mail: \_\_\_\_\_ Relationship to Athlete: \_\_\_\_\_

**Section 2 – Release of Liability, Waivers of Claims, Assumptions of Risk, Indemnity Agreement & Jurisdiction Agreement**

To: CrossFit Shoalhaven, owners, volunteers, directors, officers, employees, trainers, instructors, agents, officials, independent contractors, servants, representatives, successors and assigns (hereinafter referred to as “CFS”)

**DEFINITIONS:**

**In this agreement:**

- a) The term “**ATHLETIC ACTIVITY OR ATHLETIC ACTIVITIES**” includes but is not limited to: personal training, fitness classes, team or individual competitions, fitness assessment, use of facilities, observation of athletic activities, Olympic lifting, power lifting, strongman training or competitions, gymnastics, strength conditioning, metabolic conditioning, plyometrics, interval training, body weight conditioning, bouldering, rope climbing, macro climbing, stretching, outdoor running on trails or sidewalks, sports and programmes, clinics, seminars and services provided to the athlete by CFS.
- b) The term “**INJURY**” shall refer to all forms of physical, mental and emotional injury in a way related to athletic activity and transportation activities including but not limited to: death, breaks, strains, lacerations, dislocations, exercise induced rhabdomyolysis, heart failure, concussion, frostbite, hypothermia, heat illness, dehydration, trauma, anxiety and fears.

**DISCLAIMER:**

- CrossFit Shoalhaven and their owners, volunteers, directors, officers, employees, trainers, instructors, agents, officials, independent contractors, servants, representatives, successors and assigns (hereinafter referred to as CFS) are not responsible for any death, injury, loss or damage of any kind suffered by any person while using CFS facilities, participating in or watching CFS activities, caused in a manner whatsoever including, but not limited to the negligence of CFS. I am aware that athletic activities have inherent dangers and risks including but not limited to the potential for serious personal injury or death caused by any CFS athletic activities or any condition of the facilities or equipment of CFS, some of which include:
- a. Transient light-headedness, fainting, abnormal blood pressure, chest discomfort, muscle cramps, muscle soreness, pain, discomfort, fatigue, nausea, heart failure, exercise induced rhabdomyolysis and so forth;
  - b. All manner of injury resulting from slipping or falling, either roped or unroped, while jumping, skipping, running, walking, lifting, climbing and impacts against the floor, walls, equipment, other athletes, or any permanent or temporary fixtures or equipment;
  - c. Abrasion, entanglement, lacerations, bruising, dislocation and other injuries resulting from activities on or near stands, racks, weight bars, pull up bars, walls, ropes, cargo nets, medicine balls and plyo boxes;
  - d. Injuries resulting from falling athletes or objects such as weights, dumbbells, bars, medicine balls, ropes and so forth or by any objects dropped by other persons conducting athletic activities or assisting others;
  - e. Failure of the equipment, racks, stands, bars, attachments, anchors, ropes, harnesses;

And, I do hereby further acknowledge and agree: **Release of Liability, Waiver of Claims, and Assumption of Risk, Indemnity Agreement and Jurisdiction Agreement**

- a. That the athletic activities I am participating in requires a moderate to high degree of effort, are designed to be high intensity and are intended to maximally challenge my cardiovascular endurance, stamina, strength, flexibility, speed, power, coordination, agility, balance and accuracy;

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- b. That I will honestly represent my level of fitness, health, nutrition, use of medication, medical history and current physical, mental and medical condition to CFS;
- c. That although CFS takes steps to reduce the risks and increase the safety of all athletic activities, it is not possible for CFS to make these athletic activities completely safe;
- d. That I am personally responsible for my preparation prior to athletic activities, my concentration and attention during these athletic activities and for my post activity rest and recovery;
- e. That I will learn and obey the rules and regulations of CFS and that I will follow the instructions and directions of CFS during athletic activities;
- f. That I will inform CFS immediately should I feel pain, discomfort, fatigue, nausea or other symptoms that I may suffer during and immediately after athletic activities;
- g. That I may stop participating at any time and that I may be directed to stop by CFS should I display noticeable signs of distress;
- h. That I consent to receive first aid and medical treatment by CFS in the event of an incident, accident, injury or illness during athletic activity;
- i. That CFS may videotape, audiotape or photograph me for instructional and promotional purposes without payment of any kind to me and without further notice to me or permission from me.

**RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT**

In consideration of CFS, allowing me to participate in CFS Athletic Activities and for other good and valuable consideration, the receipt and suffering of which is acknowledged, I hereby agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS that I have or may have in the future against CFS and their owners, volunteers, directors, officers, employees, trainers, instructors, agents, officials, independent contractors, servants, representatives, successors and assigns (all of whom are hereinafter referred to as the "RELEASEES") and to release the releasees from any and all liability for any loss, damage, expense or injury including death that I may suffer or that my next of kin (NOK) may suffer as a result of my participating in climbing and transportation activity, DUE TO AND CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OR ANY STATUTORY OR OTHER DUTY OF CARE, ON THE PART OF THE RELEASEES AND INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM RISKS, DANGERS AND HAZARDS OF ATHLETIC ACTIVITIES;
2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any property damage or personal injury to any third party resulting from my participation in Athletic Activities;
3. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any costs they may incur for medical costs, emergency transportation, and litigation resulting from my participation in Athletic Activities;
4. That this Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity;
5. This Agreement and any rights, duties and obligations as between the parties to this Agreement shall be governed by and interpreted solely in accordance with the laws of NSW Australia and no other jurisdiction; and
6. Any litigation involving the parties to this Agreement shall be brought solely within NSW and shall be within the exclusive jurisdiction of the Courts of NSW.

In entering into this Agreement I am not relying on any oral or written representations of statements made by CFS with respect to the safety of athletic activities other than what is set forth in this Agreement.

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**I CONFIRM THAT I AM THE FULL AGE OF EIGHTEEN (18) YEARS OR AM A PARENT OR GUARDIAN OF THE PARTICIPANT AND I HAVE READ AND UNDERSTOOD THIS AGREEMENT PRIOR TO SIGNING IT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST CFS.**

**Privacy and protection of information: WE WILL NOT SELL OR RELEASE YOUR PERSONAL INFORMATION.**

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**Section 3 – Medical History and Health Declaration**

1. Have you consulted a doctor about starting an exercise programme? **YES/NO**
2. Have you knowingly suffered from and of the following? (× for NO or ✓ for YES) Heart Condition

Arthritis	Pain of Tightness in Chest	Hernia
Asthma	Heart Palpitations	Back Pain
Diabetes	Any Infections or Infectious Diseases	Chronic Cough
Epilepsy	Liver/Kidney Condition	High Cholesterol
Regular Headaches	High/Low Blood Pressure	Major Operations
Cancer	Hospitalisation in last 12 months	Major Injuries
Thyroid Condition	Any condition that may limit your activity	Older then 45yrs
Are you Pregnant?	Rheumatic Fever	Muscle Pain or Cramps

Please describe any of the above conditions you suffer from. Please also list any medication / supplementation you may be taking:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_ Location: \_\_\_\_\_

Participants Signature \_\_\_\_\_ CFS Witness Signature: \_\_\_\_\_

Participants Name: \_\_\_\_\_ CFS Witness Name: \_\_\_\_\_

Parent or Guardian Signature: \_\_\_\_\_

Parent or Guardian Name: \_\_\_\_\_

This agreement must be completed in full, initiated where indicated, dated, signed and witnessed prior to participating in any CFS athletic activities.

Regards,

**CFS**

CrossFit Shoalhaven

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Email: batch@crossfitshoalhaven.com

Web: www.crossfitshoalhaven.com