



RELEASE OF LIABILITY - INFORMED CONSENT –PHOTO RELEASE
ASSUMPTION OF RISK

GENERAL STATEMENT OF PROGRAM OBJECTIONS AND PROCEDURES:

I, _____, desire to engage voluntarily in one or more physical fitness program(s) and/or class(es) provided by TSYB Fitness, LLC d/b/a South Orlando CrossFit (hereafter “South Orlando CrossFit” or “SOCF”), which include exercises to build the cardio respiratory system (heart and lungs), the musculoskeletal system (muscle endurance and strength, and flexibility), and to improve body composition (decrease of body fat in individuals needing to lose fat, with an increase in weight of muscle and bone). Exercise may include aerobic activities, callisthenic exercises, gymnastics and weight lifting to improve muscular strength and endurance and flexibility exercises to improve joint range of motion. I understand the purpose of CrossFit training is to develop a broad, inclusive fitness and that I may be asked to try new exercises. I also understand that the nature of CrossFit is that exercises are performed at high intensity relative to my ability and fitness level.

DESCRIPTION OF POTENTIAL RISKS – INFORMED CONSENT:

Using the South Orlando CrossFit facilities involves risk to you and/or your guest, whether you or someone else causes it. Specific risks vary from one activity to another and the risks range from minor injuries to major injuries, such as catastrophic injuries including death. **In consideration of your participation in the activities offered at SOCF and TSYB Fitness, LLC, you understand and voluntarily accept this risk and agree that SOCF and TSYB Fitness, LLC, and their respective officers, members, directors, employees, volunteers, agents, attorneys, and independent contractors will not be liable for any injury, including, without limitation, personal, bodily, or mental injury, economic lose or any damage to you, your spouse, guests, unborn children, or relatives from the negligence or SOCF or TSYB, LLC or anyone on SOCF’s behalf, or on TSYB Fitness, LLC’s behalf, or anyone using the SOCF or TSYB Fitness, LLC facilities whether related to exercise or not.** South Orlando CrossFit has made me fully aware that the fitness programs/classes which South Orlando CrossFit offer and in which I desire to participate are of a nature and kind that are extremely strenuous and can/may push me to the limits of my physical abilities. I recognize and understand that the programs/classes are not without varying degrees of risk which may include, but are not limited to the following: injury to the musculoskeletal and/or cardio respiratory systems which can result in serious 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, rhabdomyolysis, or injury, or death due to a medical condition, whether known or unknown by me. I am aware that any of these above mentioned risks may result in serious injury or death to myself. I willingly assume full responsibility for any and all risks that I am exposing myself to as a result of my participation in South Orlando CrossFit programs/classes and accept full responsibility for any injury or death that may result from participation in any activity, class, or physical fitness program. I hereby certify that I know of no medical problems that would increase my risk of illness and injury as a result of participation in a fitness program designed by

South Orlando CrossFit. I have been informed that there exists the possibility of adverse physical changes during an exercise program, and I fully understand the same. South Orlando CrossFit informed that these changes could include abnormal blood pressure, fainting, disorder of heart rhythm, stroke, and in very rare instances, heart attack or even death, and I fully understand the same. With my full understanding of the above information, I agree to assume any and all risk associated with my participation in South Orlando CrossFit fitness programs.

PHOTO/VIDEO RELEASE

I hereby grant South Orlando CrossFit permission to use my likeness in a photograph or video in any and all of its publications, including website entries, without payment or any other consideration.

I understand and agree that these materials will become the property of South Orlando CrossFit and will not be returned.

I hereby irrevocably authorize South Orlando CrossFit to edit, alter, copy, exhibit, publish or distribute this photo or video for purposes of publicizing South Orlando CrossFit's programs or for any other lawful purpose. In addition, I waive the right to inspect or approve the finished product, including written or electronic copy, wherein my likeness appears. Additionally, I waive any right to royalties or other compensation arising or related to the use of the photograph or video.

I hereby hold harmless and release and forever discharge South Orlando CrossFit from all claims, demands, and causes of action which I, my heirs, representatives, executors, administrators, or any other persons acting on my behalf or on behalf of my estate have or may have by reason of this authorization.

I am over 18 years of age and am competent to contract in my own name. I have read this release before signing below and I fully understand the contents, meaning, and impact of this release.

RELEASE OF LIABILITY:

IN CONSIDERATION of being given the opportunity to participate in any SOCF activity, including scheduled, unscheduled, supervised, unsupervised SOCF activities, and competitions, I for myself, my personal representatives, spouse, assigns, heirs, and next of kin.

1. I ACKNOWLEDGE , agree and represent that I understand the nature of SOCF Activities, both supervised and unsupervised, and that I am qualified, in good health, and in proper physical condition to participate in such Activity.

2. I FULLY UNDERSTAND that (a.) SOCF and CROSSFIT 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 my own actions, or inactions, the actions or inactions of others participating in the Activity, the condition in which the Activity takes place, or the negligence of the Releasee named below; (c.) there may be other risks not readily foreseeable at this time; and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I incur as a result of my participation in the Activity.

3. I AGREE AND WARRANT that I will examine and inspect each Activity in which I take part as a member or guest at SOCF and that, if I observe any condition which I consider to be unacceptably hazardous or dangerous, I will notify the proper authority in charge of the Activity and will refuse to take part in the Activity until the condition has been corrected to my satisfaction.

4. I HEREBY RELEASE, discharge, and covenant not to sue South Orlando CrossFit, its officers, members, directors, employees, volunteers, agents, attorneys, and independent contractors, 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 my account caused or alleged to be caused in whole or in part by the negligence of the Releasee or otherwise, including negligent rescue operations; and I further agree that if, despite this release and waiver of liability, assumption of risk, and indemnity agreement, I, or anyone on my behalf, makes a claim against any of the Releasees, **I WILL INDEMNIFY, SAVE AND HOLD HARMLESS** each of the Releasees from any litigation expenses, attorney fees, loss, liability, damage, or cost which any may incur as a result of such claim, to the fullest extent permitted by law.

I have read this agreement, fully understand its terms, understand that I 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, the balance, notwithstanding, shall continue in full force and effect.

Participants Name: _____ Date of Birth: _____

Address: _____

City: _____ State: _____ Zip: _____ Phone: _____

Email: _____

Participant's Signature: _____

Date: _____

**PARENTAL CONSENT
(if participant is under the age of 18)**

AND I, the minor's parent and/or legal guardian, understand the nature of SOCF's activities and the minor's experience and capabilities and believe the minor to be qualified to participate in such activity. I hereby release, discharge, covenant not to sue, and **AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS** each of the Releasees from all liability, claims, demands, losses, or damages on the minor's account caused or alleged to be caused in whole or 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 above Releasee, **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, to the fullest extent permitted by law.

Printed Name of Parent/Guardian: _____

Address: _____

City: _____ State: _____ Zip: _____ Phone: _____

Email: _____

Parent/Guardian Signature (only if participant is under the age of 18): _____