



WAIVER & RELEASE OF LIABILITY

Auckland Strength & Conditioning Ltd (trading as "Auckland Strength & Conditioning" or "CrossFit East Auckland")

In consideration of Auckland Strength & Conditioning Ltd. allowing me to participate in activities at either of their two premises (163A Marua Road, Auckland 1051 and or 249E Moore Street, Auckland 2014) I acknowledge, understand and I am aware that:

I have voluntarily chosen to participate in training activities provided by Auckland Strength & Conditioning Ltd. trading as "Auckland Strength & Conditioning" or "CrossFit East Auckland". I understand there are inherent risks in all aspects of physical training and I acknowledge that I have been informed of the possible strenuous nature of the training and the potential for undesirable physiological results including, but not limited to, abnormal blood pressure, muscle soreness, fainting, heart attack and / or death. I also acknowledge that I have been warned about the medical condition "Rhabdomyolysis" and accordingly I have been advised to limit my intensity to minimise the risks associated with this condition. **Initials:** _____

I understand that the training may involve weightlifting, gymnastic movements, strenuous bodyweight exercises and other high exertion activities and that I am not obligated to perform nor participate in any activity that I do not wish to do, and that it is my right to refuse such participation at any time during my training sessions. I understand that should I feel lightheaded, faint, dizzy, nauseated, or experience pain or discomfort, **I am to stop the activity and inform my trainer.** I give Auckland Strength & Conditioning Ltd. and the staff of the facilities I train in permission to seek emergency medical services for me should I become injured or ill with the understanding that I am responsible for any expenses incurred.

Initials: _____

I agree to **WAIVE ANY AND ALL CLAIMS** that I have or may have in the future against Auckland Strength & Conditioning Ltd., and its directors, officers, employees, agents, volunteers and independent contractors (all of whom are herein after collectively referred to as "the Releasees"). I agree to **RELEASE THE RELEASEES** from any and all liability for any loss, damage, injury or expense that I may suffer, or that my next of kin may suffer as a result of my participation in the programs, activities and services provided by CrossFit Challenge Ltd, due to any cause whatsoever including negligence, breach of contract, or breach of any statutory or other duty of care. I agree to **HOLD HARMLESS AND INDEMNIFY THE RELEASEES** from any and all liability for any damage to the property of, or personal injury to, any third party, resulting from my participation in any program, activity or service provided by the releasees.

Initials: _____

This agreement shall be binding upon me, my successors, representatives, heirs, executors, assigns, or transferees. If any portion of this agreement is held invalid, I agree that the remainder of the agreement shall remain in full legal force and effect. If I am signing on behalf of a minor child, I also give full permission for any person connected with Auckland Strength & Conditioning Ltd. 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 child and to transport the child to a medical facility deemed necessary for the well-being of the child. **Initials:** _____

Use of picture(s)/film/likeness: I agree to allow Auckland Strength & Conditioning Ltd., its agents, officers, principals, employees and volunteers to use picture(s), film and/or likeness of me for advertising purposes. In the event I choose not to allow the use of the same for said purpose, I agree that I must inform Auckland Strength & Conditioning Ltd. of this in writing. **Initials:** _____

I HAVE READ AND UNDERSTOOD THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS "INFORMED CONSENT FORM" I AM WAIVING CERTAIN LEGAL RIGHTS (INCLUDING THE RIGHT TO SUE) WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTOR, ADMINISTRATORS AND ASSIGNS MAY HAVE AGAINST THE RELEASEES. ANY QUESTIONS I HAD WERE ANSWERED TO MY FULL SATISFACTION.

Signature of participant: _____ **Date:** _____

If the participant is under the age of 18

Signature of Parent or Guardian: _____ **Date:** _____

PLEASE CLEARLY PRINT YOUR NAME IN BLOCK CAPITAL LETTERS: _____