



### Participant Release of Liability

DO NOT participate in workouts after consuming two or more servings of alcohol within a 24-hour period prior to workout. In consideration of being allowed to participate in any way in the program, related events, and activities, including the nutrition program, I the undersigned, acknowledge, appreciate, and agree that:

1. The risk of injury from activities involved in this program is significant, including potential for permanent paralysis, Rhabdomyolysis, and death. While rules, equipment and personal discipline reduces this risk, risk of serious injury exists.
2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASED PARTIES or others, and assume full responsibility for my participation; and,
3. I willingly agree to comply with the stated and customary terms and conditions for participation. If, however I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately and,
4. I understand that despite all the precautions that I, other members, and/or Mad Mare Inc may take, we cannot guarantee health or safety, and I may still be exposed to COVID-19, including through interactions with other individuals who have COVID-19. By executing this release and gaining access to the facility, I, on behalf of myself, my heirs, beneficiaries, representatives, successors and assigns: (1) voluntarily assume all risks associated with any exposure to COVID-19, including, but not limited to suffering any type of medical condition, illness and, potentially, death; and (2) knowingly and voluntarily waive, release, covenant not to sue, forever discharge, indemnify, and hold harmless COMPANY, its parents and subsidiaries and their respective officers, directors, employees, contractors, agents, representatives, successors and assigns ("Released Parties") from any and all liability, damages, losses, suits, demands, causes of action to the fullest extent permitted by the laws of this state, or any other claims of any nature whatsoever, arising out of or relating in any way to my use of the facility and my potential exposure to COVID-19.
5. I, for myself and or on behalf of my heirs, assigns, personal representatives and next of kin; HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS Mad Mare Inc, Mad Mare CrossFit, Healthy Steps Nutrition LLC, CrossFit Inc (HQ), their officers, officials, agents and/or employees, other participants, sponsoring agencies, sponsors, independent contractors, advertisers, and if applicable, owners and lessors of premises used to conduct the event (RELEASEES), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

### Photo/Video Release

By signing this agreement, you are granting Mad Mare CrossFit the right to use your pictures (still or moving), film, voice recordings, statements and comments, in part or in whole, in any media, to promote the facility, products or services offered by Mad Mare CrossFit or Healthy Steps Nutrition LLC; past, present, future. I waive any right to royalties or other compensation arising or related to the use of the photograph or video images

### Rules & Requirements

1. Athletes will always follow the coaches instructions and guidance and will return equipment to designated area after class and will not drop kettlebells or empty bars.
2. Athletes must reserve classes online before attending. Cancellations: I understand that the coaches and gym personnel operate on a scheduled appointment basis for all sessions and thus, require a 12-hour notice when canceling/rescheduling an appointment. No charge shall be applied if I should cancel/reschedule with MORE than 12-hours' notice given. Should I cancel within the 12-hour notice window, I will be charged the cost of my session or \$30 whichever is greater and will purchase or use an additional session shall I wish to reschedule. If I am on an unlimited or annually priced membership, I understand that I may lose my ability to reserve classes in the future if I reserve and "no show" to classes habitually.
3. Promptness: It is important to arrive on time for a scheduled appointment. The client should understand that the nutrition coach might have another appointment immediately following his/her session, and therefore tardiness may result in the normal length of the session being reduced.
4. Refunds: There will be no refunds or partial refunds for Nutrition Counseling, Foundations Session, Nutrition Challenges, Annual Memberships, WOD Session Packs, CrossFit Kids Session Packs, or Personal Training Sessions.
5. Expiration: Nutrition Packages or Foundations Classes will expire 30 days after purchase. All other session packages and session-based memberships shall expire as noted during purchase.

**I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITH OUT ANY INDUCEMENT.**

**Signature**

\_\_\_\_\_

**Today's Date**

\_\_\_\_\_

**Printed Name**

\_\_\_\_\_

**E-mail Address**

\_\_\_\_\_

**Cellular Phone**

\_\_\_\_\_

**Date of Birth**

\_\_\_\_\_

**Emergency Contact**

\_\_\_\_\_

**Emergency Cellular**

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