

# TORCH RUCK CLUB

*of CrossFit Frederick*

## *Release of Liability/Assumption of Risk ("Agreement")*

Name \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Address \_\_\_\_\_ Phone \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Email \_\_\_\_\_

**Photography/Video Release:** I, the undersigned acknowledge that I may be photographed or videotaped while participating in any activities offered by **TORCH Ruck Club** of CrossFit Frederick. The undersigned hereby consents to the use of these photographs and/or videos without compensation on **TORCH Ruck Club** of CrossFit Frederick, website or in any editorial, promotional or advertising material produced and/or published by **TORCH Ruck Club** of CrossFit Frederick.

**Express assumption of risk:** I, the undersigned, am aware that there are significant risks involved in ALL aspects of physical training. These risks include, but are not limited to:

- falls which can result in serious injury or death;
- 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; strains and sprains.
- I am aware that any of these above-mentioned risks may result in serious injury or death.
- I willingly assume full responsibility for the risks that I am exposing myself to and accept full responsibility for any serious injury or death that may result from participation in any activity or class while at, or under direction of **TORCH Ruck Club** of CrossFit Frederick.
- I, the undersigned acknowledge that I have no physical impairments or illnesses that will endanger myself or others.

**Release:** In consideration of the above-mentioned risks and hazards and in consideration of the fact that I am willingly and voluntarily participating in the activities offered by **TORCH Ruck Club** of CrossFit Frederick. I, the undersigned hereby release **TORCH Ruck Club** of CrossFit Frederick, their principals, agents, employees, and volunteers hereinafter the "Parties" from any and all liability, claims, demands, actions, or rights of action, which are related to, arise out of, or are in any way connected with my participation in the activities, including those allegedly attributed to the negligent acts or omissions of the above-mentioned Parties. 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.

**Indemnification:** The undersigned recognizes that there is a risk involved in the types of activities offered by **TORCH Ruck Club** of CrossFit Frederick. Therefore, the undersigned accepts financial responsibility for any injury that the undersigned may cause either to him/herself or to any other participant due to his/her negligence. Should the Parties, or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce the Agreement, I agree to reimburse the Parties for such Attorney's fees and costs. I further agree to indemnify and hold harmless the Parties from liability for the injury or death of any person(s) and damage to property that may result from my negligent or intentional act or omission while participating in activities offered by **TORCH Ruck Club** of CrossFit Frederick, regardless whether said activity is conducted at CrossFit Frederick's business premises, parks, recreational areas, playgrounds, areas adjacent to CrossFit Frederick's premises, and/or any area selected for training by **TORCH Ruck Club** of CrossFit Frederick.

**I have read and understood** the foregoing Release of Liability/Assumption of Risks/ Agreement, and I understand that by signing this Agreement I am obligated to indemnify the Parties for any liability for injury or death of any person and damage to property caused by my negligent or intentional act or omission. I understand that by signing this form I am waiving valuable legal rights.

\_\_\_\_\_  
*Signature of Participant*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Signature of Parent/Guardian if participant is under 18 years of age.*

\_\_\_\_\_  
*Date*

Eligible for Free Week Pass \_\_\_\_\_ Date Pass was Emailed \_\_\_\_\_ Date Pass Used \_\_\_\_\_