

## **WARNING – SAFETY FIRST**

High Intensity exercise must be approached cautiously in the beginning, a gradual ramp up of intensity is necessary to allow muscle cells to adapt to the new demands being placed on them. Failure to do so, opens the door to a life-threatening condition called 'Rhabdomyolysis'. In short, the muscle cells are damaged, flooding the bloodstream with toxins that can overwhelm the kidneys as they attempt to cleanse the blood, leading to potential shutdown. CrossFit can cause Rhabdomyolysis. **It is important that you start at a reduced intensity.** Brown urine, complete muscle weakness and/or swelling of joints are signs and symptoms of this condition . If you develop these symptoms seek medical attention IMMEDIATELY.

### **Waiver and Release of Liability**

Batty Trading Pty Ltd T/A CrossFit 4017  
69 Kempster Street, Sandgate Qld 4017

**In consideration of CrossFit 4017 allowing me to participate, I acknowledge, understand and I am aware that:**

I have voluntarily chosen to participate in training activities provided by, "CrossFit 4017". 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 specifically warned about the medical condition "**Rhabdomyolysis**" and accordingly I have been advised to limit my effort in order to minimize the risks associated with this condition.

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 CrossFit 4017 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.

I agree to **WAIVE ANY AND ALL CLAIMS** that I have or may have in the future against CrossFit 4017, and its, officers, employees, agents, volunteers and independent contractors (all of whom are hereinafter 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 4017, 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.

I understand that all **CHILDREN** under the age of **14** who are not participating in a class will remain in the designated **CHILDREN'S ROOM** between commencement of the class until completion of the class. I understand that the children's room will be unsupervised, and I acknowledge that there is no responsibility on the part of CrossFit 4017 to supervise or discipline the children. If the children leave the designated area, I understand that it is my responsibility as the parent/carer to return them safely to the children's area as quickly as possible as long as it does not impact the safety of other members. If the child requires attention, then the parent/carer must suspend their own workout to attend to their child. In the instance of requiring the use of the toilet, then the parent/carer must escort the child to and from the toilet.

If I am participating in Home Training, I accept that I must achieve the following in preparation and during the workout:

1. It's up to me to find a space where it is safe to exercise
2. It is my responsibility to ensure all equipment I am using is safe and best suited for my ability level
3. Any issues experienced during my workout are my responsibility and I will inform my coach immediately if on a video (Zoom) session

This agreement shall be binding upon successors, my representatives, heirs, executors, assigns, transferees, or me. 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 CrossFit 4017 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 wellbeing of the child.

**Use of picture(s)/film/likeness:** I agree to allow CrossFit 4017, 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 CrossFit 4017 of this in writing.

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.