

CROSSFIT BIG D LLC

RELEASE AND WAIVER OF LIABILITY& ASSUMPTION OF RISK AGREEMENT

ALL PARTICIPANTS MUST SIGN BELOW INDICATING THEIR UNDERSTANDING AND AGREEMENT OF THE WAIVER AS PRESENTED.

In consideration of being permitted to participate in any or all activities (the “Activities”) offered by CrossFit Big D LLC (“Crossfit Big D”), You HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT not to sue CrossFit Big D, its owners, officers, officials, members, agents and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and, if applicable, owners and lessors of premises used for the activities (hereinafter “Releasees”), with respect to any and all injury, disability, death, claims, causes of action, damage judgments, costs or expenses (including attorney fees), or the loss or damage to person or property associated with undersigned’s presence or participation in any Activities organized by CrossFit Big D, including any injury or damage to undersigned’s person or property, or to that of any other person or property, to the fullest extent permitted by law. **You assume all liability and waive any future claims by personal representatives, heirs and next of kin for any and all loss, damage, injury, or death.**

IN SIMPLE TERMS, You will not be able to sue or hold liable CrossFit Big D and/or its officers, directors, employees, members, subsidiaries, agents, successors, managers, and volunteers for any damages or injuries,

including injuries resulting in whole or in part from CrossFit Big D's agents' negligence or misconduct. YOU PARTICIPATE AT YOUR OWN RISK.

YOU AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS the Releasees for any loss, liability, damage, or cost they may incur due to You participating in the Activities. You understand that this release, discharge, waiver, and covenant not to sue CrossFit Big D covers any and all claims that relate to or arise from Your participation in the Activities.

MEDICAL RELEASE: YOU HEREBY ASSUME FULL RESPONSIBILITY FOR THE RISK OF BODILY INJURY, DEATH, OR PROPERTY DAMAGE both seen and unforeseen while in any way participating in the Activities.

You warrant that you have the requisite skills and physical and mental ability to participate in the Activities. You attest and verify that you have consulted with a physician within the last year, before starting to participate in the Activities, and you agree to maintain regular consultations with a physician. You understand and agree that CrossFit Big D bears no responsibility whatsoever for your physical or mental health. You further represent that you are in good physical condition and do not possess, nor are aware of, any physical or mental disability that might limit your participation in any of the Activities offered by or at CrossFit Big D. Further, you understand and agree to advise CrossFit Big D staff whenever you feel you are unable to continue your participation due to health concerns.

You also understand that participation in the Activities

may leave you vulnerable to the reckless actions of other participants who may not have complete control over their actions or who may not be aware of others around them. You are voluntarily participating in the Activities with knowledge of the risks involved and hereby agree to accept any and all inherent risks of property damage, personal injury, or death associated with the Activities.

You further expressly agree that in the Activities of a medical emergency, You consent to medical treatment if You are physically unable to consent to such treatment. You will be responsible for any medical or other costs incurred resulting from illness and/or claims or damages arising out of personal injury of any kind.

You also understand that You will not be permitted to participate in Activities without executing this Release and Waiver.

As a condition of your participation in the Activities, You grant CrossFit Big D and its owners, officers, officials, members, agents and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and, if applicable, owners and lessors of premises used for the Activities perpetual and non-revocable permission to use Your name, photographs and video in which Your image and likeness appears in connection with my participation in Activities and further grant permission to display, publish, distribute, use, print and reprint such images and likeness, and the right to employ such images or likeness in advertising and promotions relating thereto or to CrossFit Big D or any Activities at or related to CrossFit, including any

advertisements or media and electronic displays and transmissions thereof ("Likeness Rights"). You release CrossFit Big D and its owners, officers, officials, members, agents and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and, if applicable, owners and lessors of premises used for the Activities from any and all liability for damages for use in any manner or media of the Likeness Rights, and waive any and all claims and causes of action for damages for use of the Likeness Rights, including but not limited to: unauthorized use of Your likeness, image, character or persona; violation of Your right of publicity or privacy; and for copyright or moral rights infringement, defamation, or being cast in a bad light.

In the event that any provision of this release and waiver of liability and indemnity agreement is held invalid or unenforceable, the invalidity or unenforceability of such provision will not affect the remaining provisions of agreement, which shall continue to be enforceable.

You further expressly agree that the foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted by laws of the State of Texas. It is agreed that this release shall continue in full legal force and that undersigned waives any protection afforded by any statute or law whose purpose, substance, and/or effect is to provide that a general release shall not extend to claims which the person giving the release does not know of or suspect at the time of executing the release.

YOU HAVE READ AND VOLUNTARILY SIGN THIS RELEASE AND WAIVER OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, and You agree that you are 18 years of age or older and that no oral representation, statements or inducements apart from the foregoing written agreement have been made.

(1) Participant's Name: _____

Signature: _____

Date: _____

EMERGENCY CONTACT INFORMATION

Full name: _____

Phone number: _____