

This agreement must be completed in full, initialed where indicated, dated, signed and witnessed prior to participating in any Zeal Fitness Inc. and Pilchuck CrossFit athletic activities.

Personal Information

Legal Name (First & Last): _____ DOB: _____

Email Address: _____ Phone # _____

Health Assessment

Do you currently have any documented health conditions? (Circle One) No / Yes,

Are you currently taking any medications? (Circle One) No / Yes,

Do you have any allergies? (Circle One) No / Yes,

Do you currently have any injuries and/or medical issues we should be aware of? (Circle One) No / Yes,

Do you have any health conditions, injuries, issues, or limitations to participating in strenuous exercise? (Circle One) No / Yes,

Emergency Contact - REQUIRED

Name: _____ Relationship _____ Phone # _____

Assumption of Risk - Release of Liability - Waiver of Claims & Indemnity Agreement

BY SIGNING THIS DOCUMENT, YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

Zeal Fitness Inc., Pilchuck CrossFit, Owners, Volunteers, Directors, Officers, employees, trainers, instructors, Agents, officials, independent contractors, representatives, successors and assigns (hereinafter referred to as "Pilchuck CrossFit" or "PCF").

Photography/Video Release: Participants involved in any activities offered by Zeal Fitness Inc. & Pilchuck CrossFit may be photographed or videotaped during training. The undersigned hereby consents to the use of these photographs and/or videos without compensation, on the Pilchuck CrossFit website or in any editorial, promotional or advertising material published and or published by Zeal Fitness Inc. and Pilchuck CrossFit. (Please Initial: _____)

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 willingly assume full responsibility for the risks that I am exposing myself to and accept full responsibility for any injury or death that may result from participation in any activity or class while at or under direction of Zeal Fitness Inc. and Pilchuck CrossFit. (Please Initial: _____)

Furthermore, 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 physical exercise and CrossFit training and the potential for undesirable physiological results including, but not limited to, abnormal blood pressure, muscle soreness and fainting. I also acknowledge that I have been specifically warned about the medical condition "Rhabdomyolysis" (see next page) and accordingly I have been advised to limit my effort in order to minimize the risks associated with this condition. (Please Initial: _____)

Release of Liability: 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 available at Zeal Fitness Inc. and Pilchuck CrossFit, I, the undersigned hereby release Zeal Fitness Inc. and Pilchuck CrossFit, their principals, agents, employees, and volunteers 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 this activity, 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. (Please Initial: _____)

Parent / Legal Guardian: If I am signing on behalf of a minor child, I also give full permission for any person connected with Zeal Fitness Inc. and Pilchuck CrossFit 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. (Please Initial: _____)

Indemnification: The participant recognizes that there is risk involved in the types of activities offered by Zeal Fitness Inc. and Pilchuck CrossFit. Therefore, the participant accepts financial responsibility for any injury that the participant may cause either to him/herself or to any other participant due to his/her negligence. Should the above-mentioned parties, or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to reimburse them for such fees and costs. I further agree to indemnify and hold harmless Zeal Fitness Inc. and Pilchuck CrossFit, their principals, agents, employees, and volunteers 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 Zeal Fitness Inc. and Pilchuck CrossFit in the main building or abroad. This includes, but is not limited to parks, recreational areas, playgrounds, areas adjacent to the main building, and/or any area selected for training by Zeal Fitness Inc. Pilchuck CrossFit. **(Please Initial: _____)**

I have read and understood the foregoing assumption of risk, and release of liability and I understand that by signing it obligates me to indemnify the parties named 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. **(Please Initial: _____)**

WARNING... Safety first!!!

High intensity exercise must be approached cautiously in the beginning, a gradual ramp up of intensity is necessary to allow muscles cells to adapt to the new demands being placed on them. Failure to do so, opens the door to a life-threatening condition, known as '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 kidney failure. That being said, it is important that you start at a reduced intensity. Brown urine, complete muscle weakness and/or swelling of joints are warning signs of 'Rhabdo'. If you develop these symptoms, seek medical assistance immediately. **(Please Initial: _____)**

Zeal Fitness Inc & Pilchuck CrossFit reserve the right to refuse service and/or cancel memberships at any time and is at the discretion of The Zeal Fitness Inc. Management Team.

COVID-19 Assumption of Risk and Liability Waiver:

Please understand that despite all the precautions that you, other members, and/or Zeal Fitness Inc. / Pilchuck CrossFit may take, we cannot guarantee your health or safety, and you 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, you, on behalf of yourself, your 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

(2) Knowingly and voluntarily waive, release, covenant not to sue, forever discharge, indemnify, and hold harmless Zeal Fitness Inc. / Pilchuck CrossFit, 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 your use of the facility and your potential exposure to COVID-19 . (Please Initial: _____)

Full Legal Name: (Printed)

(Signature)

(Date)

(Signature of Legal Guardian if participant is under 18 years of age)

(Date)

Office Use Only:

Reviewed by: _____ Signature: _____ Date: _____