

DROP-IN WAVIER



Name: _____ DOB: _____ Age: ____
 Phone #: _____ Sex: MALE / FEMALE
 Address: _____ City: _____ State: ____
 Email: _____
 In case of emergency, I would like CrossFit IronSpider to call: _____
 Phone #: _____ This person is my (parent, spouse, etc.): _____
 May we add you to our e-mail list to keep you updated on fitness & events? **(YES / NO)**

Waiver and Release of Liability

CrossFit IronSpider 90 Levitt St. (Shetland Park) Salem, MA	CrossFit IronSpider Marblehead 32 Tiago Way #2 Marblehead MA
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General Waiver

CrossFit IronSpider and all of its subsidiaries (B&S Sport Science, North Shore Boot Camp, B&S Event Management and B&S Fitness Companies).

PLEASE NOTE: This waiver of Liability, Release, Acknowledgement of Risk, and Indemnification Agreement ("Waiver Agreement") is intended to be, and is, legally binding.

If any aspect of this Waiver Agreement requires clarification, have a CrossFit IronSpider, employee fully explain it before signing. By signing the CrossFit IronSpider "Student Registration" you are agreeing to all terms set forth in this Waiver Agreement. You and/or the person on whose behalf you are signing, are waiving the right to bring any type of action, whether in court or otherwise, to recover compensation or obtain any other remedy for any personal injuries, damages to property, any accident or incident of any type, or death, arising out of or related to your use of CrossFit IronSpider, its facilities, grounds, climbing ropes, exercise areas, classes, equipment, whether the use is supervised or unsupervised. While CrossFit IronSpider offers these activities in a controlled environment, there is still an assumed risk of injury to persons using CrossFit IronSpider. In agreeing to this Waiver Agreement, I hereby acknowledge, understand, and agree on my behalf, and upon behalf of the person for whom I am signing, that the use of CrossFit IronSpider, its facilities, equipment, climbing ropes, classes and/or participating in activities sponsored by CrossFit IronSpider have **inherent risks**. These risks include, but are not limited to, any injury of damage resulting from:

Negligence of employees, volunteer assistants, independent contractors of B&S Fitness, CrossFit IronSpider LLC. Negligent misuse of the facility, climbing ropes, or equipment of B&S Fitness/CrossFit IronSpider; falling off or impacting against the climbing ropes, impact surface, floors, or anything else; rope abrasion, entanglement or other activities occurring on the premises; cuts or abrasions resulting from any cause whatsoever; failure of the climbing ropes or equipment, whether inside or outside; personal health problems, whether mental or physical; negligence of other climbers, visitors, or observers or persons who may be present in or around the climbing area or facility; and/or negligence or lack of adequate training of any person(s) who seek to assist with medical or other help either before or after any injury or damage may occur.

Turn over for Initials and Signature

CrossFit IronSpider AGREEMENT AND RELEASE OF LIABILITY

1. In consideration of being allowed to participate in the activities and programs of CrossFit IronSpider and to use its facilities, equipment and machinery in addition to the payment of any fee or charge, I, for myself, my heirs and assigns, hereby waive, release, and forever discharge CrossFit IronSpider, Brandi and Steve Dion, and their officers, agents, employees, representatives, executors and all others from any and all, responsibilities or liability from injuries or damages resulting from my participation in any activities or my use of equipment, classes, climbing ropes or machinery in the above mentioned activities. I do hereby release all of those mentioned and any others acting upon their behalf from any responsibility or liability for any injury or damage to myself, including those caused by the negligent act or omission of any of those mentioned or others acting on their behalf or in any way arising out of or connected with my participation in any activities of CrossFit IronSpider or the use of any equipment at CrossFit IronSpider. **(Please initial)** _____
2. I understand that am aware that, fitness, and climbing including the use of the equipment, are all potentially hazardous activities. I also understand that fitness activities involve a risk of injury or even death, and that I am voluntarily participating in these activities and using equipment and machinery with knowledge of the dangers involved. I hereby to expressly assume and accept any and all risks of injury or death. **(Please initial)** _____
3. I do hereby declare myself to be physically sound and suffering from no condition, impairment, disease, infirmity, or other illness that would prevent my participation or use of equipment, climbing wall or machinery except as herein stated. I acknowledge that I have either had a physical examination and been given my physician’s permission to participate, or that I have decided to participate, in the activity of, fitness, and rope climbing and the use of the equipment, and machinery without the approval of my physician and do hereby assume all responsibility for my participation and activities, and utilization of equipment and machinery in my activities. **(Please initial)** _____

**** Print Name:** _____ **Signature** _____ **Date** _____

(If you are over 18 – DO NOT complete the section BELOW)

Parent and/or Guardian must sign below for minors:

AGREEMENT AND RELEASE OF LIABILITY

In consideration of having CrossFit, allow my child, _____, who is under the age of 18 to participate in the activities and programs of CrossFit IronSpider including but not limited to CrossFit IronSpider, climbing ropes and any other equipment, I hereby for my child’s heirs, executors, administrators, and or assigns, waive and release any and all rights and claims of any nature my child may have against CrossFit IronSpider, Brandi Dion and Steve Dion, its officers, employees, agents, chapters, assignees, licensees, and cooperating entities, their representatives, heirs, executors, administrators, successors, and assigns for and against any and all injuries or damages of any nature my child may suffer while taking part in any activities connected with CrossFit IronSpider. This release and consent shall be binding upon my child’s heirs, executors, administrators, and/or assigns. **(Please initial)** _____

PARENT’S/GUARDIAN’S SIGNATURE _____ **DATE** _____

Photo/Video/Social Media Release:

I hereby give permission for images of my child, captured during regular and special activities through video, camera and digital camera to be used solely for the purposes of CrossFit IronSpider promotional material, publications and web site, and waive any rights of compensation or ownership thereto. Last names of minors will not be given or posted on the web site.

Name of minor _____ Name of Parent/Guardian _____

Signature _____ Date _____