



**Release of Liability, Waiver of Claims, Assumption of Risk, Indemnity Agreement and Jurisdiction Agreement**

**BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS:**

**Please Print**

Participant's Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ Male / Female  
 Address: \_\_\_\_\_ Email: \_\_\_\_\_  
 Telephone: \_\_\_\_\_ Mobile: \_\_\_\_\_  
 In an emergency, I would like CrossFit Aphasis to contact: \_\_\_\_\_ (Ph): \_\_\_\_\_

**TO:** CrossFit Aphasis (ABN 95 443 170 729) operated by Michael Pang, its agents, its employees and its representatives (collectively and individually referred to as 'CFA')

**DEFINITIONS:**

In this agreement:

**a) FUNCTIONAL HUMAN MOVEMENT and ATHLETIC ACTIVITY (FHMAA)** mean recreational activities including but not limited to personal training, fitness classes, CrossFit Classes, Workout of the Day (WOD), teams or individual competitions, fitness assessments, use of facilities, observation of athletic activities, Olympic Lifting, Power Lifting, Strongman Training or competitions, gymnastics, strength & conditioning, metabolic conditioning, plyometrics, interval training, bodyweight conditioning, bouldering, rope climbing, macro climbing, stretching, outdoor running on trails or sidewalks, sports, and programs, clinics, seminars, trigger point therapy, indoor & outdoor rock climbing, remedial massage, recreational massage, Girevoy Sport, Kettlebell Lifting, rowing, swimming, Brazilian Jiu-jitsu and services provided to the participant by CFA.

**b)** The term "injury" shall refer to all forms of physical, medical, mental and emotional injury in any way related to FHMAA including, but not limited to: death, breaks, strains, lacerations, dislocations, exercise induced rhabdomyolysis, heart failure, concussion, frostbite, hypothermia, heat illness, dehydration, trauma, anxiety and fears.

**DISCLAIMER:**

CFA is not responsible for any death, injury, loss, or damage of any kind suffered by any person while using CFA's facilities, participating in or watching FHMAA conducted by, under instruction by, or on behalf of CFA caused in any manner whatsoever including, but not limited to, the negligence of CFA except wherein said act of CFA is caused through reckless conduct by CFA.

I, the undersigned, am aware that FHMAA conducted by, under instruction of; or on behalf of CFA and/or the use of CFA's facilities and equipment have inherent significant dangers and risks including but not limited to the potential for serious personal injury or death including:

- a) Transient light headedness, fainting, abnormal blood pressure, chest discomfort, muscle cramps, muscle soreness, pain, discomfort, fatigue, nausea, heart failure, exercise induced rhabdomyolysis;
- b) All manner of injury resulting from slipping or falling, either roped or unroped, while jumping, skipping, running walking, lifting, climbing and impacting against the floor, walls, equipment, other athletes, or any permanent or temporary fixtures or equipment;
- c) Abrasion, entanglement, lacerations, bruising, dislocation, and other injuries resulting from activities on or near stands, racks, weights, bars, Olympic Bars, Pull Up Bars, walls, ropes, cargo nets, bumper plates, Olympic weight plates, medicine balls, and plyometric-boxes;
- d) Injuries resulting from falling athletes or objects such as weights, dumbbells, bars, medicine balls, ropes and so forth or by an objects dropped by other persons conducting athletic activities or assisting others; and
- e) Failure of the equipment, racks, stands, bars, attachments, anchors, ropes, harness.

**And I do acknowledge and agree:**

- a. That the FHMAA I am participating in requires a moderate to high degree of effort, are designed to be executed in high intensity, and are intended, to maximally challenge my cardiovascular endurance, stamina, strength, flexibility, speed, power, coordination, agility, balance and accuracy;
- b. That I will honestly represent my level of fitness, health, nutrition, use of medication, medical history, and current physical, mental and medical condition to CFA;
- c. That although CFA takes steps to reduce the risks and increase the safety of all athletic activities, it is not possible for CFA to make these athletic activities completely safe;
- d. That I am personally responsible for my preparation prior to athletic activities, my concentration and attention during these athletic activities, and for my post activity rest and recovery
- e. That I will learn and obey the rules and regulations of CFA, and that I will follow the directions and instructions of CFA during FHMAA;
- f. That I will inform CFA immediately should I feel any pain, discomfort, fatigue, nausea or other symptoms that I may suffer during FHMAA.
- g. That I consent to receive first aid and medical treatment by CFA in the event of an accident, injury or illness during FHMAA.
- h. That I may stop participating at any time and that I may be directed to stop by CFA should I display any noticeable signs of distress.

**Photography / Videography / Audio**

Participants involved in any activities FHMAA conducted by or on behalf of CFA may be photographed, audiotaped or videotaped during training, in competition, outside of and within the gymnasium by CFA. I consent to the use of these photographs and / or videos without financial or non-financial compensation of any kind, on any website of CFA or a related entity in any editorial, instructional, promotional or advertising material produced and / or published by CFA.

I agree not to photograph, audiotape or videotape any person within CFA's premises without the prior written consent of CFA.

## **Disruptive Behaviour**

Participants involved in any FHMAA offered by CFA will not display destructive, abusive or discouraging behaviour towards CFA, CFA's equipment & property, members, volunteers, patrons, the general public, officers, officials, and referees. CFA reserves the right to: terminate any membership or participation in any of the above listed events, classes, programs, FHMAA offered by CFA; and/or refuse entry to any person engaging in such behaviour. Any language or behaviour that is deemed offensive, abusive, derogatory or detrimental to another member, CFA, or visitors may result in: the termination of membership or participation; revocation of right of entry of CFA's premises, at the sole discretion of CFA

## **Copyright & Intellectual Property**

Participants undertaking workshops, seminars, classes and training sessions may NOT in part or in full, copy, reproduce, use for commercial gain, or redistribute any of the following: CFA's publications, The Aphasis Barbell Clubs' Methodologies, protocols, materials, publications for financial or commercial purposes; publications entitled "The Pang Progression", The Aphasis Barbell Club Progression", "The Unique Body, Unique Lift Methodology"; and all drills provided by CFA (referred to as 'CFA Materials'). CFA at all times owns copyright in all CFA Materials and any improvements made to these CFA Materials by Participants, CFA employees, or CFA contractors. We note that the trademark CROSSFIT is owned by CrossFit Inc. and used under license by CFA. THE APHESIS BARBELL CLUB, APHESIS & LOGO, and UNIQUE BODY, UNIQUE LIFT are all trademarks solely owned by CFA. You acknowledge that you have no licence to use any of the CFA Materials or trademarks without the express written consent of the respective owners other than the purpose for which it was given to you.

## **Waiver and Release of Liability**

In consideration of CFA allowing me to: participate in FHMAA, attend CFA premises, and/or for other good and valuable consideration, receipt and sufficiency of which is acknowledged, I agree as follows:

1. To waive any and all claims that I have or may have in the future against CFA and TO RELEASE CFA from any and all liability for any loss, damage, expense or injury including death that I may suffer may suffer as a result of my participation in FHMAA, due to any cause including negligence, breach of contract, or breach of any statutory or other duty of care, on the part of CFA, and including the failure on the part of CFA to safeguard or protect me from the risks, dangers and hazards of athletic recreational activities, but excluding reckless conduct by CFA, up to the maximum permitted by law by s139A of the *Competition and Consumer Act 2010* (Cth);
2. To hold harmless and indemnify CFA from any and all liability for any property damage or personal injury to any third party resulting from my participation in FHMAA up to the maximum permitted by law ;
3. This waiver should be construed as a risk warning and is given as a risk warning in accordance with the provision of the *Civil Liability Act 2002* (NSW). FHMAA are dangerous recreational activities that involve a level of significant risk of physical harm.
4. I understand and acknowledge that there are risks, hazards and dangers associated with the FHMAA which cannot be eliminated or reduced, including, but not limited to, the risk of bodily injury and harm.

5. This Agreement and any rights, duties and obligations as between the parties to this Agreement shall be exclusively governed by and interpreted in accordance with the laws of NSW Australia; and any litigation involving the parties to this Agreement shall be brought solely within NSW and shall be within the exclusive jurisdiction of the Courts of NSW.

6. In entering into this Agreement I am not relying on any oral or written representations or statements made by CFA with respect to the safety of FHMAA other than what is set forth in this Agreement.

7. I have read and understood this agreement prior to signing it, the foregoing assumption of risk, release of liability and am aware that by signing this agreement I am obligated to indemnify the parties named for any liability or death of any person and damage to property caused by my negligent or intentional act or omission, waiving certain legal rights which I or my next of kin, heirs, executors, administrators, assigns and representatives may have against CFA.

**Signature(s)**

Date: \_\_\_\_\_ Location: \_\_\_\_\_

Participants Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Parent / Guardian Name : \_\_\_\_\_ Date : \_\_\_\_\_

Parent / Guardian Signature (if under 18 years of age): \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Coach / Instructor: \_\_\_\_\_ Date: \_\_\_\_\_

## Section 2: Medical Information

1. Have you consulted a doctor about starting an exercise program  Yes  No
2. Have you knowingly suffered from? (Please tick if yes)

Heart Condition	Pain or Tightness in Chest	Rheumatic Fever
Arthritis	Heart Palpitations	Muscular Pain or Cramps
Asthma	Any infections or Infectious Diseases	Hernia
Diabetes	Liver / Kidney Condition	Back Pain
Epilepsy	High / Low Blood Pressure	Chronic Cough
Regular Headaches	Have you been hospitalised lately?	High Cholesterol
Cancer	Female > 45 years & unaccustomed to exercise?	Major Operations
Thyroid Condition	Male > 45 years & unaccustomed to exercise?	Any Major Injuries
Are you Pregnant?	Any condition that may limit your activity?	Other

3. Do you Drink Alcohol Regularly  Yes  No
4. Do you smoke regularly  Yes  No
5. Do you have high blood cholesterol  Yes  No
6. Do you have any type of Diabetes  Yes  No
7. Have you ever suffered from a stroke  Yes  No
8. Have you had an asthma attack requiring immediate medical attention at anytime over the last 12 months?  
 Yes  No
9. Do you have any diagnosed muscle, bone or joint problems that you have been told could be made worse by participating in recreational activity / exercise?  
 Yes  No

If you have **TICKED** or answered **YES** to any of the above, or have any other condition please give details

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5. Are you taking any non-prescribed medications?  Yes  No. If Yes, please provide details

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6. Do you experience any side effects from these medications?

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## Section 3: Training Information

7. Are you presently Exercising ( ) Yes ( ) No
8. How many times a week do you train? \_\_\_\_\_
9. On a scale of 1 – 10(Extreme) how hard to you work when you train? \_\_\_\_\_
10. What results do you want to achieve?

Improve Fitness	Improve Job Performance	Sleep Better / more
Sport Specific	Injury Rehabilitation	Weight Loss
Improve Flexibility	Avoid Back Problems	Improve Posture
Reduce Body Fat %	Improve Muscular Endurance	Reduce Blood Pressure
Reduce Stress	Increase Muscle Mass	Chronic Cough

I would like to achieve these results by: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

How long have you been thinking about these / this goal(s) for: \_\_\_\_\_

What has kept you from starting sooner?

WORK      PROCRASTINATION      MONEY      NO TIME / TOO BUSY      LACK OF MOTIVATION

***I have read and understand the above information and have completed each section to the best of my knowledge***

\_\_\_\_\_  
**Signature**

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

*Privacy and Protection of Information: we will not sell or release your personal information unless required to by law. The information obtained may be used for statistical or scientific purposes with your right of privacy retained.*

*This agreement must be completed in full, initialled where indicated, dated, signed and witnessed by a Staff Member prior to participating in any CFA classes, activities and sessions.*



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