**AGREEMENT, RELEASE OF LIABILITY, AND WAIVER**

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (printed name), do hereby acknowledge the significant risks associated with the physical training and programming at **BLACK HILLS CROSSFIT LLC**. I acknowledge and attest to having fully and carefully read and reviewed this “**AGREEMENT, RELEASE OF LIABILITY, AND WAIVER**” including the “**RHABDOMYOLYSIS (“RHABDO”) RELEASE AND WAIVER**” and all subparagraphs prior to engaging in any physical activity at this facility, and I agree with reservation to all of the following provisions:

1. In consideration of being allowed to participate in any activities, programs and/or nutritional programs of Black Hills CrossFit LLC and/or to use the facilities, equipment and/or machinery at Black Hills CrossFit LLC, in addition to the payment of any fee or charge and subject only to the statutory rights and implied warranties which cannot be excluded, I do hereby waive, release and forever discharge Black Hills CrossFit LLC, its coaches, employees, representatives, executors and all others from any and all responsibilities or liabilities from injuries or damages arising out of or connected with my participation in any fitness or nutritional program of Black Hills CrossFit LLC and/or my attendance at Black Hills CrossFit LLC, including my participation in all activities, my use of equipment and/or machinery, passive or active, any omission or commission, including any liability arising from the negligence of Black Hills CrossFit LLC representatives on any premises owned, operated, controlled and/or leased by Black Hills CrossFit LLC representatives.

 (Initials\_\_\_\_\_\_)

1. I understand and am aware that strength training, stretching, and aerobic exercise, including the use of equipment, are potentially hazardous activities. I also understand that fitness activities and nutritional programs involve a risk of injury and even death. If I engage in any type of exercise and/or nutritional programs at Black Hills CrossFit LLC, I acknowledge that I am voluntarily participating in these activities and using equipment and machinery with knowledge of the dangers involved. Subject only to the statutory rights and implied warranties which cannot be excluded, I hereby agree to expressly assume and accept any and all risks of injury or death with respect to myself, and caused directly by me or as a result of my conduct, omissions, or negligence to others. I hereby further agree to expressly assume all responsibility for any injury or death caused directly or indirectly through my conduct, omissions, or negligence to any third person (including Black Hills CrossFit LLC representatives) through my attendance and/or participation in any nutritional programs at any Black Hills CrossFit LLC and any premises owned, operated, controlled and/or leased by Black Hills CrossFit LLC representatives.

(Initials\_\_\_\_\_\_\_)

1. I do hereby further declare myself to be physically sound and suffering from no condition, impairment, disease, infirmity, or other illness that would prevent my participation in group training classes or use of equipment or machinery and/or my participation in any fitness and nutritional programs at Black Hills CrossFit LLC. I do hereby acknowledge that I have been informed of the need for a medical practitioner’s approval for my participation in an exercise fitness activity, in the use of exercise equipment and machinery and, if applicable, in the participation of any nutritional program of Black Hills CrossFit LLC. I also acknowledge that it has been recommended that I have a yearly or more frequent physical examination and/or consultation with my physician as to physical activity, exercise, and training equipment and participation of any nutritional program of Black Hills CrossFit LLC so that I might have his/her recommendations concerning these fitness activities, equipment use, and any nutritional programs. I acknowledge that I have either had a physical examination and been given my medical practitioner’s permission to participate in the physical activity, exercise, use of exercise and training equipment and participation in any nutritional program of Black Hills CrossFit LLC or that I have decided to participate in the physical activity, exercise, use of exercise and training equipment and participation of any nutritional program of Black Hills CrossFit LLC without the approval of my physician and do hereby assume, subject only to the statutory rights and implied warranties which cannot be excluded, all responsibility for my participation in the physical activity, exercise, use of exercise and training equipment and participation of any nutritional program of Black Hills CrossFit LLC.

(Initials\_\_\_\_\_\_)

Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature (Parent of Minor)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**RHABDOMYOLYSIS (“RHABDO”) RELEASE AND WAIVER**

1. Rhabdomyolysis (hereinafter referred to as “Rhabdo”) can occur when an individual’s physical activity is so intense that muscular cells begin to breakdown and the contents and/or remaining materials enter the bloodstream. Rhabdo may be caused by many other systemic or environmental causes. However, Exertional Rhabdo can occur in athletes of ***all*** levels of fitness, resulting in muscle cell destruction. The skeletal muscle breakdown impairs kidney function as those organs are unable to handle increased enzymes that are released into the bloodstream. This induces severe physiological changes in the body. The symptoms of Rhabdo include muscle pain, stiffness and extreme weakness, darkening of the urine (similar to the color of tea or cola), decreased urine output, altered mental status, swelling of the body part involved, either with or without pain. A Rhabdo symptom is pain out of proportion to the amount of soreness that one would generally expect, often producing pain much quicker than one would expect after a workout.

(Initials\_\_\_\_\_\_)

1. I understand that any concerns on my part that I am experiencing any of the symptoms of Rhabdo require immediate presentation to a hospital for emergency treatment. I acknowledge that no third party, either from the facility or otherwise, will be capable of monitoring my urine output or color, and it is my responsibility to be continually cognizant of this symptom and all other symptoms and to monitor them in my own body at all times. I agree that I will remove myself from participation and seek medical treatment of my own accord should I have any concerns regarding possible symptoms of Rhabdo. I understand that statistically individuals most likely to experience Rhabdo are those who are in good shape by general standards or who were previously in good physical shape. This includes individuals who were prior athletes. I acknowledge that often the more mentally tough an athlete is and the more athletic they were in the past or currently are, the greater the risk of exposure to Rhabdo.

(Initials\_\_\_\_\_\_)

1. I agree to monitor myself in a manner that is proportionate to the potential injury that can be occasioned by this condition. I acknowledge and understand that I am the only individual capable of determining if I am experiencing Rhabdo symptoms. I hereby agree and do willingly assume responsibility for any risks that I expose myself to and accept full responsibility for any injury or death that may result from participating in this significantly demanding physical activity. I for myself and on behalf of my heirs, assigns, personal representatives and/or next of kin, forever WAIVE, RELEASE, DISCHARGE and COVENANT NOT TO SUE Black Hills CrossFit LLC and/or their officers, directors, representatives, partners, officials, principals, agents or employees, subsidiaries, or assigns, as well as their independent contractors.

(Initials\_\_\_\_\_\_)

Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature (Parent of Minor)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_