

CrossFit Surmount
7301 Vanclaybon Road
Apex, NC 27523
<http://crossfitsurmount.com/>

Athlete and Rhabdo Waiver

Full Name	Email Address	Gender
<input type="text"/>	<input type="text"/>	<input type="text"/>
Street Address	City	State
<input type="text"/>	<input type="text"/>	<input type="text"/>
Country	Date of Birth	Zipcode
<input type="text"/>	<input type="text"/>	<input type="text"/>
Emergency Contact Name	Emergency Contact Phone	Phone
<input type="text"/>	<input type="text"/>	<input type="text"/>

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 me, my training partner, or other people around me, injury or death due to improper use or failure of equipment. I am aware that any of these above mentioned risks may result in serious injury or death to me and/or my partner(s). I, the undersigned, am aware that the above is not a complete description of all hazards and risks and that other unknown or unforeseeable hazards and risks of harm may occur.

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, whether indoors or outdoors, while at CrossFit Surmount.

I, the undersigned, acknowledge that I have no physical impairments or illnesses that will endanger others or myself.

Initial here:

Release: 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 CrossFit Surmount, I, the undersigned hereby release CrossFit Surmount, 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.

I agree to give CrossFit Surmount the right to use and/or publish all photographs of me while engaged in activities at CrossFit Surmount, in conjunction with my name, in print and on the web. I hereby warrant that I am of full age and have the right to contract in my own name.

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.

If I am signing on behalf of a minor child, I also give full permission for any person connected with CrossFit Surmount 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.

Indemnification: The participant recognizes that there is risk involved in the types of activities offered by CrossFit Surmount. Therefore the participant accepts financial responsibility for any injury that the participant may cause either to himself/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 CrossFit Surmount, 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 CrossFit Surmount.

Client's Warranty of Good Health

By signing below, participant agrees and acknowledges that before participating in exercise activities at CrossFit Surmount, the participant has sought his or her own physician's approval that the participant is healthy enough to engage in the type of activities being performed at CrossFit Surmount. By participating, in exercise activities, the participant warrants that he/she is physically fit and knows of no medical or health reason why they cannot or should not participate in exercise activities.

I HAVE READ AND UNDERSTOOD THE FOREGOING ASSUMPTION OF RISK AND RELEASE OF LIABILITY AND I UNDERSTAND THAT BY SIGNING 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.

Initial here:

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### RHABDOMYOLYSIS ("RHABDO")

#### RELEASE AND WAIVER

I, in consideration for continued access to the training facility identified herein as CROSSFIT SURMOUNT, LLC, do hereby acknowledge the significant risks associated with the physical training and programing at this facility. I acknowledge and attest to having fully and carefully read and reviewed this "RELEASE AND WAIVER" including all subparagraphs prior to engaging in any physical activity at this facility.

Initial here:

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.

Initial here:

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.

Initial here:

I understand and have been advised that generally the pain that is referred to as 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.

Initial here:

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.

Initial here:

I acknowledge and understand that all individuals engaged in demanding workouts are potentially exposing themselves to Rhabdo or other injuries/negative physical results. However, 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 and/or prior military personnel, law enforcement or firefighters. I acknowledge that often the more mentally tough a potential athlete is and the more athletic they were in the past or currently are, the greater the risk of exposure to Rhabdo.

Initial here:

I acknowledge and fully understand that statistically the chances of me developing Rhabdo are extremely slight, but I likewise appreciate the necessity that I be aware of the symptoms of this condition. 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.

Initial here:

With the opportunity to fully inform myself about Rhabdo and the risks thereof, I knowingly and freely assume and accept all such risks both known and unknown. I assume full responsibility and all risks from my participation in any physical activity at the facility. 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 CROSSFIT SURMOUNT, LLC and/or their officers, directors, representatives, partners, officials, principals, agents or employees, subsidiaries, or assigns, as well as their independent contractors.

**Initial here:**

*There is a wealth of medical and popular information regarding the condition known as Rhabdomyolysis available on the internet. It is strongly recommended that you review and evaluate information from all sources available to you, including your physician, prior to executing this Release or participating in strenuous physical activity.*

*This document was created by Morrow & Milberg, P.A., Plantation, Florida. Tel. (954) 316-1976.*

**I agree to these terms.**

**1. Has a doctor ever said you have a heart condition and recommended only medically supervised activity? \***

Yes  No

**2. Do you have chest pain brought on by physical activity? \***

Yes  No

**3. Do you tend to lose consciousness or fall over as a result of dizziness? \***

Yes  No

**4. Has a doctor ever recommended medication for your blood pressure or a heart condition? \***

Yes  No

**5. Do you have a bone or joint problem that could be aggravated by the proposed physical activity? \***

Yes  No

**6. Are you aware, through your own experience or a doctor's advice, of any other physical reason against you exercising without medical supervision? \***

Yes  No

**7. Are you over the age of 65 and not accustomed to vigorous exercise? \***

Yes  No

**IF YOU ANSWERED YES TO ANY OF THE ABOVE QUESTIONS: Have you consulted your physician regarding increasing your physical activities?**

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**If you answer NO above: Will you consult your physician prior to increasing your physical activity and/or performing a fitness assessment?**

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**Sign your name below:**

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Please read the [Electronic Records and Signature Disclosure](#)

I agree to use electronic records and signatures