

**Anaerobic Athletics/Kingston Athletics/CrossFit Ulster
Liability Waiver Form**

To best of my knowledge, I am in good physical condition and fully able to participate in the workouts/classes at Anaerobic Athletics. I am fully aware of the risks and hazards connected with the participation of these exercises, including physical injury, Rhabdomyolysis or even death, and hereby elect to participate in said exercises, knowing that the associated physical activity may be hazardous to me and to my property. I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OR LOSS, PROPERTY DAMAGE, OR PERSONAL INJURY, INCLUDING DEATH, that may be sustained by me, or loss or damage to property owned by me, as a result of participation at this gym.

I hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE, Anaerobic Athletics and/or its owners, officers, landlords, employees, (hereinafter referred to as RELEASEES) from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death that may be sustained by me or any property belonging to me, while participating in physical activity, or while on or upon the premises where the classes/workouts are being conducted.

The parties hereto agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the State and Federal courts located in the State of New York. Any State Court action must and will be commenced in the County of Ulster, and any Federal Court action must and will be commenced in the U.S. District Court, Northern District of New York. The aforementioned choice of venue is intended by the parties to be mandatory, thereby precluding the possibility of litigation between the parties with respect to or arising out of this Membership in any jurisdiction other than that specified in this paragraph.

It is my expressed intent that this release and hold harmless agreement shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a RELEASE, WAIVE, DISCHARGE, and CONVENTION TO SUE the above named RELEASEES. I hereby further agree that this Waiver of Liability and Hold Harmless agreement shall be constructed in accordance with the laws of the State of New York.

In signing this release, I acknowledge and represent that I HAVE READ THE FORGOING Waiver of Liability and Hold Harmless Agreement, UNDERSTAND IT AND SIGN IT VOLUNTARILY as my own free act and deed, no oral representations, statements or inducements, apart from the foregoing written agreements have been made; and I EXECUTE THIS RELEASE FOR FULL, ADEQUATE AND COMPLETE CONSIDERATION FULLY INTENDING TO BE BOUND BY SAME.

PHOTO RELEASE - I hereby grant permission to Anaerobic Athletics to use photographs and/or video of me in publications, news releases, online, and in other communications related to the mission of Anaerobic Athletics.

Print Name

Signature

Date

Email

Parent's signature (if under 18)

Parent's print name

Emergency Contact: Name & Phone