

2010 HEARTSTRINGS REGISTRATION & WAIVER FORM

I acknowledge that by signing this document, I am releasing the Buncombe County Medical Society, CrossFit Asheville, Asheville Mall, and their respective agents, employees, members, sponsors, promoters and affiliates (collectively "Releasees") from liability. This release form is a contract with legal consequences. I have been advised to read it carefully before signing.

In consideration of the Releasees, I hereby freely agree to and make the following contractual representations and agreements.

I acknowledge that CrossFit exercises are extremely strenuous and can/may push me to the limits of my physical abilities. I the undersigned recognize and understand that the program/class is not without varying degrees of risk which may include, but are not limited to the following: Injury to the musculoskeletal and/or cardio respiratory systems which can result in serious injury or death; injury or death due to negligence on the part of myself, other participants, other people around me, or the Releasees; injury or death due to improper use or failure of equipment; or injury or death due to a medical condition, whether known or unknown by me. I am aware that any of these above mentioned risks may result in serious injury or death to myself and or others.

For myself, my heirs, executors, administrators, legal representatives, assignees, and successors in interest (collectively "Successors" **I hereby waive, release, discharge, hold harmless, and promise to indemnify and not to sue** the Releasees and the sponsors of this event, the organizer and any promoting organizations, property owners, law enforcement agencies, all public entities, special districts and properties, and their respective agents, officials, and employees through or by which the events will be held, (the foregoing are also collectively deemed to be Releasees), **from any** and all rights and **claims including claims arising from the Releasees own negligence**, which I have or which may hereafter accrue to me and from any and all damages which may be sustained by me directly or indirectly in connection with, or arising out of, my participation in or association with the event, or travel to or return from the event.

I willingly assume full responsibility for any and all risks that I am exposing myself to as a result of my participation in HeartStrings CrossFit program/class. I agree it is my sole responsibility to be familiar with the equipment used, the Releasee's rules, and any special regulations for the event. I understand and agree that situations may arise during the event which may be beyond the immediate control of the organizers, and I must continually participate so as to neither endanger myself or others. I accept responsibility for the condition and adequacy of my equipment. I have no physical or medical condition which to my knowledge, would endanger myself or others if I participate in this event, or would interfere with my ability to participate in this event. I understand that there exists the possibility of adverse physical changes during an exercise program including but not limited to abnormal blood pressure, fainting, disorder of heart rhythm, stroke, and in very rare instances, heart attack or even death. With my full understanding of the above information, I agree to assume any and all risk associated with my participation in HeartStrings CrossFit fitness program/class.

I agree, for myself and my successors, that the above representations are contractually binding, and are not mere recitals, and that should I or my successors assert my claim in contravention of this agreement, the asserting party shall be liable for the expenses (including legal fees) incurred by the other party or parties in defending, unless the other party or parties are finally adjudged liable on such claim for willful and wanton negligence. This agreement may not be modified orally and a waiver of any provision shall not be construed as a modification of any other provision herein or as consent to any subsequent waiver or modification.

Every term and provision of this agreement is intended to be severable. If any one or more of them is found to be unenforceable or invalid, that shall not affect the other terms and provisions, which shall remain binding and enforceable.

Today's Date: _____ Name (print): _____

Address: _____ City: _____ State: _____ Zip: _____

Email: _____

Home Phone: _____ Work Phone: _____

Who to notify in case of emergency: _____ Phone: _____

Team name (or captain's name): _____

T-shirt size: S M L XL XXL I would **NOT** like a t-shirt

Signature of entrant: _____

Signature of parent or guardian: _____ (Required if entrant is under age 18)