

Agreement and Release

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: rhabdomyolysis, falls which can result in serious injury or death, injury or death due to negligence on the part of myself, 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 myself and or my partner(s).

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 while at the home of, or under the supervision of Brianna Battles. **I, the undersigned acknowledge that I have no physical impairments or illnesses that will endanger myself or others. Initials: _____**

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 Brianna Battles' home or other location, I, the undersigned hereby release Brianna Battles, their home, 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.

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 Brianna Battles 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. **Initials: _____**

Indemnification:

The participant recognizes that there is risk involved in the types of activities offered by Brianna Battles. Therefore the participant accepts financial responsibility for any injury that the participant may cause either to him/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, for myself and on behalf of my heirs, assigns, personal representatives and next of kin do further agree to indemnify and hold harmless the home or location of Brianna Battles, 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 any negligent or intentional act or omission by myself, the release, or otherwise while participating in activities offered by Brianna Battles. **Initials: _____**

AUTUMO CROSSFIT LOCATION:

If present at the Autumo CrossFit location- I understand that my children are my responsibility while on the property of Autumo CrossFit. Brianna Battles and Autumo CrossFit accept no responsibility or liability for any injury or loss of my children or their property. **Initials: _____**

I agree to waive, release, remise and discharge Brianna Battles, MS, CSCS, Autumo CrossFit, officers, agents, representatives and employees of any and all claims, demands, actions or damages resulting from my participation in the SCW class. **Initials: _____**

Photo/Audio/Video Release:

I, the undersigned, do hereby irrevocably consent to and authorize the reproduction, publication, and/or any other use Brianna Battles, its licensees and assigns, of the photographs/audio/video identified below, in whole or part in conjunction with other photographs/audio/video, in any medium and for any lawful purpose, including illustration, promotion, advertising, or web content, without any royalty or compensation to me.

I assign Brianna Battles any and all rights of ownership to the photographs/audio/video, the transparencies or digital files thereof, and agree that Brianna Battles has full right to copyright, use and publish the same in print and/or electronically, with full right of lawful disposition in any manner.

I waive any right to notice, inspection, or approval of any use of the photographs/audio/video which Brianna Battles may make or authorize and I release Brianna Battles, its licensees and assigns, from any claim or liability arising from or in conjunction with Brianna Battles' use of the photographs/audio/video or any alteration, processing, or use thereof in composite form, whether intentional or otherwise.

I understand that this consent is perpetual, that I may not revoke it, and that it is binding on my heirs and assigns.

I warrant that I am at least 18 years of age and that I am competent in my own name insofar as this consent is concerned. I further attest that I have read this consent form and fully understand its contents. **Initials: _____**

I have read and understood the foregoing assumption of risk, release of liability, and photo/audio/video release and I understand that by signing it 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.

The information, training methods and content presented by Brianna Battles is the exclusive property of Brianna Battles. By using the information, training methods and content, you accrue no license or ownership rights in or to any of the intellectual property, materials or training methods. The material and training methods may only be used for your personal, noncommercial use. The material may not be modified. Where not permitted by law, none of the intellectual property, materials or training methods shall be copied or used by you without Brianna Battle's prior express written permission. Initials: _____

Signature of participant: _____ Date: _____

By registering for this class, personal training, remote coaching or a consultation, you are agreeing to the above terms and conditions.

Client's Name: _____

Signature of Client: _____

Date of Signing: _____

***Payment due on the 1st of every month, or prior to the beginning of training session/receipt of training program.**

