**RELEASE AND WAIVER OF LIABILITY AND INDEMNIFICATION AGREEMENT**

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_ \_\_\_\_\_\_\_

Name Address City State Zip Code

am \_\_\_\_\_\_ years old and on this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_, and in consideration of being permitted to access

Age Day Month

the facilities of Zephyrs Barbell Gym, LLC dba CrossFit Orrville located at 1330 N. Main St., Orrville, OH 44667 (the “Premises”) to attend the 2021 Floor is Lava Event and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby agree as follows:

1. **Release and Waiver of Liability**. For myself and for my parents, guardians, custodians, heirs, assigns, personal representatives, executors and administrators, **I hereby waive, release and forever discharge** Zephyrs Barbell Gym, LLC dba CrossFit Orrville, an Ohio limited liability company, and its members, managers, officers, directors, employees, affiliates, successors, assignees, agents, licensees, invitees and all other representatives; (“Releasees”) from any and all liability for any loss or damage and from any rights, claims or demands which I have, or which may hereafter accrue, arising out of injury to my person and/or my property in connection with access to the Premises and participation in OHuddle’s Floor is Lava Event.

2. **Assumption of Risk**. I understand and am aware of the potential hazards that are inherent in both accessing the Premises and which naturally arise as a function of high intensity physical exercise. I understand that any exercise, personal training, and competition involves the risk of injury, despite reasonable precaution and without anyone being at fault. I know that people can and do become injured while doing aerobic exercise or while working with weights and other fitness equipment. Injuries that can occur include, but are not limited to, dizziness, fainting, nausea, muscle cramping, muscular-skeletal injury, broken bones, sprains, and strains. In rare instances, people may experience a heart attack, stroke, or sudden death.

**Despite my understanding of the risks associated with access to the Premises and participation in Floor is Lava, I, nevertheless, voluntarily and knowingly am accessing the Premises and participating in Floor is Lava and am assuming and accepting any and all risks of accident, injury and/or damage arising out of, directly or indirectly, any incident of any kind whatsoever which involves Floor is Lava or my participation in Floor is Lava**.In the event that I believe I am unable to participate in Floor is Lava because of safety to myself or others, including physical or medical conditions, I acknowledge that it is solely my responsibility to immediately discontinue such participation.

3. **Indemnification**. I agree to indemnify and hold harmless the Releasees, from loss, liability, damage or cost that I may incur in connection with my access to the Premises and my participation in Floor is Lava, caused by negligence or otherwise. I further agree this Release and Waiver of Liability and Indemnification Agreement (“Agreement”) is intended to be as broad and inclusive as is permitted by the law of the State of Ohio and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

4. **Declarations**. I certify that I am more than 18 years of age and am competent to enter into this Agreement. **If I am not at least 18 years of age, my parent, guardian or custodian shall also execute this Agreement and he/she shall assume all of my responsibilities, liabilities and obligations hereunder**. I, or my parent, guardian or custodian if I am under the age of 18, also certify that I am not suffering from any physical condition, impairment, disease, infirmity or other illness that could foreseeably affect my participation in the activities in OHuddle’s Floor is Lava Event.

**5. Covid-19 Notice and Release.** I acknowledge the contagious nature of the coronavirus disease 2019 (“Covid-19”) and that the CDC and many other public health authorities still recommend practicing social distancing. I understand that Releasees have put in place preventative measures to reduce the spread of Covid-19, but that Releasees cannot and will not guarantee that I will not become infected with Covid-19. I understand that the risk of becoming exposed to and/or infected by Covid-19 may result from the actions, omissions, or negligence of myself and others, including, but not limited to, athletes, judges and/or volunteers. I voluntarily seek to participate in Floor is Lava and acknowledge that I am increasing my risk to exposure to COVID-19. I acknowledge that I must comply with all set procedures to reduce the spread of Covid-19 while attending Floor is Lava.

Furthermore, I certify that:

* I am not experiencing any symptom of illness such as cough, shortness of breath or difficulty breathing, fever, chills, repeated shaking with chills, muscle pain, headache, sore throat, or new loss of taste or smell.
* I have not traveled internationally within the last 14 days.
* I have not traveled to a highly impacted area within the United States of America in the last 14 days.
* I do not believe I have been exposed to someone with a suspected and/or confirmed case of the COVID-19.
* I have not been diagnosed with Covid-19 and not yet cleared as non-contagious by state or local public health authorities.
* I am following all CDC recommended guidelines as much as possible and limiting my exposure to the COVID-19.

The undersigned has read and completely understands and agrees to the terms of this Agreement, and is signing this Agreement freely and voluntarily.

Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Parent/Guardian’s Signature for **minor age child**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_