

I (Print Name), _____ (“Member”), and _____ (“Guardian”) hereby represent, warrant and insure, for myself (both Member and Guardian) and/or any person being registered (“Participant”), that I have had an opportunity to observe the programs offered and that the Participant is physically and mentally able to take classes offered by **Factum CrossFit or Factum Mixed Martial Arts** in any program in which the Participant may participate. I understand and agree that strict observation of our rules and regulations and the rules and regulations relative to training, including but not limited to the use of protective equipment, is required. By signing this agreement, Member, Guardian and Participant agree to fully and completely comply with all terms and conditions hereof and our rules and regulations. Failure to comply with rules and regulations is grounds for immediate suspension or termination of membership. I understand and agree that the Participant’s use of and presence at **Factum CrossFit or Factum Mixed Martial Arts’** facilities are at the sole, exclusive risk of the Participant. I, for myself and on behalf of the Participant are fully aware and agree that martial arts involves skills and training which include violent and sudden movements and that in connection with the training and instruction, there may be contact between instructors and Participant and between and among participants and that such contact may result in personal injury to the Participant, despite precautions taken to avoid such injuries. Member, on behalf of him/herself, the Participant, and/or anyone claiming by or through the Member and/or the Participant, hereby holds harmless, releases, indemnifies, covenants not to sue and forever discharges, **Factum CrossFit or Factum Mixed Martial Arts** and it’s officers, directors, employees, instructors, agents, operators and authorized representative from any liability, claim, loss and/or expense, including loss of property, personal injury, disability, death, incurred by the Member and/or the Participant and arising from the Participant’s participation in any program offered by **Factum CrossFit or Factum Mixed Martial Arts**, whether or not such injury or damages was caused by the negligence or willful misconduct of **Factum CrossFit or Factum Mixed Martial Arts**, its instructors, participants, agents, employees, operators, or authorized representatives. The Member specifically understands and agrees instructors, participants, agents, employees, operators or authorized representatives. The Member specifically understands and agrees that he/she is assuming the risk of any and all injuries that he/she and/or the Participant may suffer or incur as a result of his/her execution of this Agreement or participation in any program offered by **Factum CrossFit or Factum Mixed Martial Arts**. I hereby certify that I am at least 18 years of age, *sui juris*, that I am the legal guardian of any minor Participant under this Agreement, and competent to enter into this Agreement under Utah State Law.

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 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 **Factum CrossFit or Factum Mixed Martial Arts**. **I, the undersigned acknowledge, represent and warrant that I have no physical impairments or illnesses that will endanger myself or others.**

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 **Factum CrossFit or Factum Mixed Martial Arts**, I, the undersigned on behalf of Participant, hereby release **Factum CrossFit or Factum Mixed Martial Arts**, 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 **Factum CrossFit or Factum Mixed Martial Arts** to administer first aid deemed necessary, and or case of serious illness or injury, I give permission to call for medical and or surgical care for myself or a child and to transport same to a medical facility deemed necessary for the well-being of the child. We and those acting under our authority reserve the right to use photographs, videotapes, artwork or other likenesses of the member for marketing, publishing or any other lawful purpose without compensation to you or your child. Member understands and agrees that emails related to our programs and other related topics will be sent to the email address provided.

Indemnification: The participant recognizes that there is risk involved in the types of activities offered by **Factum CrossFit or Factum Mixed Martial Arts**. 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 further agree to indemnify and hold harmless **Factum CrossFit or Factum Mixed Martial Arts**, 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 **Factum CrossFit or Factum Mixed Martial Arts**. **I have read and understood the foregoing assumption of risk, and release of liability 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 rights.**



Factum CrossFit and Mixed Martial Arts

Name	E-mail
Street Address	
City, state, zip	Best Phone
Date of Birth	Occupation
How Did you Hear about us? <ul style="list-style-type: none">• Internet (be specific):• Friend (name):• Sign (be specific):• Mailing (be specific)• Other (explain):	
Please list any medical problems or injuries:	
What is your current exercise routine? Please include any activity, duration, and intensity:	
What are your fitness goals?	

I have read, understood and agreed to the terms On the reverse side, and understood the assumption of risk, and release of liability 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 his form I am waiving valuable legal rights.

Member Signature (Legal Guardian, if member under 18)

DATE

Staff member

To be filled out by **Factum CrossFit or Factum Mixed Martial Arts** employee:

Intro:

Orientation
 Photo Taken
 Photo Printed

Enrolled:

Thank you card
 Attendance card
 Entered into Perfect Mind
 Detailed receipt to Phil's desk

Shirt
 Curriculum book
 Quickbooks