

**Chic's Beach CrossFit**  
4924 Shell Road  
Virginia Beach, VA 23455-3804  
<https://chicsbeachcrossfit.com/>

Athlete Waiver

<b>Full Name</b>	<b>Email Address</b>	<b>Gender</b>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<b>Street Address</b>	<b>City</b>	<b>State</b>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<b>Country</b>	<b>Date of Birth</b>	<b>Zipcode</b>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<b>Emergency Contact Name</b>	<b>Emergency Contact Phone</b>	<b>Phone</b>
<input type="text"/>	<input type="text"/>	<input type="text"/>

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### ***WAIVER AND RELEASE OF LIABILITY***

**IN CONSIDERATION OF** the risk of injury that exists while participating in SHORE FIRE FIT, LLC'S(Chic's Beach CrossFit) (hereinafter the "Activity"); and

**IN CONSIDERATION OF** my desire to participate in said Activity and being given the right to participate in same;

**I HEREBY**, for myself, my heirs, executors, administrators, assigns, or personal representatives (hereinafter collectively, "Releasor," "I" or "me", which terms shall also include Releasor's parents or guardian if Releasor is under 18 years of age), knowingly and voluntarily enter into this WAIVER AND RELEASE OF LIABILITY and hereby waive any and all rights, claims or causes of action of any kind arising out of my participation in the Activity; and

**I HEREBY** release and forever discharge Chic's Beach CrossFit, located at 4924 Shell Rd, Virginia Beach, Virginia 23455, their affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors, landlord and assigns (collectively "Releasees"), from any physical or psychological injury that I may suffer as a direct result of my participation in the aforementioned Activity.

In full consideration of the above mentioned risks and hazards and in full consideration of the fact that I am willing and voluntarily participating in the activities made available by Shore Fire Fit, LLC and with my full understanding of all of the above, I voluntarily waive, release, discharge and hold harmless Shore Fire Fit, LLC, Michelle Elbassiouny, and property owner, Consolvo Family, LLC. In signing this document, I fully recognize and understand that if I ( or any minor on whose behalf I am signing this release) am hurt, die, or my property is damaged, I am giving up my right to make a claim or file a lawsuit against Shore Fire Fit, LLC, Michelle Elbassiouny and Consolvo Family, LLC even if they negligently or by some other act or omission, cause the injury or damage. This agreement shall be binding upon successors, my representatives, heirs, executors, assigns, transferees, or me. If any portion of this agreement is held invalid, I agree that the remainder of this agreement shall remain in full force and effect.

**I AM VOLUNTARILY PARTICIPATING IN THE AFOREMENTIONED ACTIVITY AND I AM PARTICIPATING IN THE ACTIVITY ENTIRELY AT MY OWN RISK. I AM AWARE OF THE RISKS ASSOCIATED WITH PARTICIPATING IN THIS ACTIVITY, WHICH MAY INCLUDE, BUT ARE NOT LIMITED TO: PHYSICAL OR PSYCHOLOGICAL INJURY, PAIN, SUFFERING, ILLNESS, DISFIGUREMENT, TEMPORARY OR PERMANENT DISABILITY (INCLUDING PARALYSIS), ECONOMIC OR EMOTIONAL LOSS, AND DEATH. I UNDERSTAND THAT THESE INJURIES OR OUTCOMES MAY ARISE FROM MY OWN OR OTHERS' NEGLIGENCE,**

**CONDITIONS RELATED TO TRAVEL TO AND FROM THE ACTIVITY, OR FROM  
CONDITIONS AT THE ACTIVITY LOCATION(S). NONETHELESS, I ASSUME ALL RELATED  
RISKS, BOTH KNOWN AND UNKNOWN TO ME, OF MY PARTICIPATION IN THIS ACTIVITY.**

**I FURTHER AGREE** to indemnify, defend and hold harmless the Releasees against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney's fees and any related costs.

**I FURTHER ACKNOWLEDGE** that Releasees are not responsible for errors, omissions, acts or failures to act of any party or entity conducting a specific event or activity on behalf of Releasees.

In the event that I should require medical care or treatment, I authorize Chic's Beach CrossFit to provide all emergency medical care deemed necessary, including but not limited to, first aid, CPR, the use of AEDs, emergency medical transport, and sharing of medical information with medical personnel. I further agree to assume all costs involved and agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance.

**I FURTHER ACKNOWLEDGE** that this Activity may involve a test of a person's physical and mental limits and may carry with it the potential for death, serious injury, and property loss. I agree not to participate in the Activity unless I am medically able and properly trained, and I agree to abide by the decision of the Chic's Beach CrossFit official or agent, regarding my approval to participate in the Activity.

**I HEREBY ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS "WAIVER AND  
RELEASE" AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY. I**

**EXPRESSLY AGREE TO RELEASE AND DISCHARGE CHIC'S BEACH CROSSFIT AND ALL OF ITS AFFILIATES,  
MANAGERS, MEMBERS, AGENTS,**

**ATTORNEYS, STAFF, VOLUNTEERS, HEIRS, REPRESENTATIVES, PREDECESSORS,  
SUCCESSORS AND ASSIGNS, FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION  
AND I AGREE TO VOLUNTARILY GIVE UP OR WAIVE ANY RIGHT THAT I OTHERWISE  
HAVE TO BRING A LEGAL ACTION AGAINST CHIC'S BEACH CROSSFIT FOR  
PERSONAL INJURY OR PROPERTY DAMAGE.**

To the extent that statute or case law does not prohibit releases for ordinary negligence, this release is also for such negligence on the part of Chic's Beach CrossFit, its agents, and employees.

I agree that this Release shall be governed for all purposes by Virginia law, without regard to any conflict of law principles. This Release supersedes any and all previous oral or written promises or other agreements.

In the event that any damage to equipment or facilities occurs as a result of my or my family's or my agent's willful actions, neglect or recklessness, I acknowledge and agree to be held liable for any and all costs associated with any such actions of neglect or recklessness.

THIS WAIVER AND RELEASE OF LIABILITY SHALL REMAIN IN EFFECT FOR THE  
DURATION OF MY PARTICIPATION IN THE ACTIVITY, DURING THIS INITIAL AND ALL

SUBSEQUENT EVENTS OF PARTICIPATION.

**THIS AGREEMENT** was entered into at arm's-length, without duress or coercion, and is to be interpreted as an agreement between two parties of equal bargaining strength. Both Participant,

\_\_\_\_\_

**Initial here:**

\_\_\_\_\_ and Chic's Beach CrossFit agree that this

agreement is clear and unambiguous as to its terms, and that no other evidence shall be used or admitted to alter or explain the terms of this agreement, but that it will be interpreted based on the language in accordance with the purposes for which it is entered into.

In the event that any provision contained within this Release of Liability shall be deemed to be severable or invalid, or if any term, condition, phrase or portion of this agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of this agreement shall remain in full force and effect. If a court should find that any provision of this agreement to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed and enforced as so limited.

In the event of an emergency, please contact the following person(s) in the order presented:

**Emergency Contact**

**Contact Relationship Contact Telephone**

**I, THE UNDERSIGNED PARTICIPANT, AFFIRM THAT I AM OF THE AGE OF 18 YEARS OR OLDER, AND THAT I AM FREELY SIGNING THIS AGREEMENT. I CERTIFY THAT I HAVE READ THIS AGREEMENT, THAT I FULLY UNDERSTAND ITS CONTENT AND THAT THIS RELEASE CANNOT BE MODIFIED ORALLY. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND THAT I AM SIGNING IT OF MY OWN FREE WILL.**

**Participant's Name:**

**Participant's Address:**

**Signature:**

**Date:**

**PARENT / GUARDIAN WAIVER FOR MINORS**

In the event that the participant is under the age of consent (18 years of age), then this release must be signed by a parent or guardian, as follows:

**I HEREBY CERTIFY** that I am the parent or guardian of \_\_\_\_\_,

named above, and do hereby give my consent without reservation to the foregoing on behalf of this individual.

**Parent / Guardian Name:**

**Relationship to Minor:**

**Signature:**

**Date:**

**I agree to these terms.**

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**Sign your name below:**

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Please read the [Electronic Records and Signature Disclosure](#)

I agree to use electronic records and signatures