
THE CrossFit JOURNAL

CrossFit: Defending the Name

CrossFit Inc. protects its trademarks in defense of more than 7,000 affiliates worldwide.

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Only selected pieces of equipment bear the CrossFit name; most of the gear is used at the CrossFit Games.

More than 7,000 affiliates license the CrossFit name worldwide, and it's the goal of CrossFit HQ to aggressively defend those affiliates, their owners, their employees and their members by ensuring the CrossFit name is used only when appropriate. By doing so, CrossFit Inc. ensures that affiliates "get what they pay for": use of a valuable trademark and the assurance that the mark's owner will stand up to protect that mark from those who might abuse it.

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This guide is intended to help our affiliates, our community, our trainers, and the businesses that have sprung up around and in support of the CrossFit brand better understand how and when they may use CrossFit Inc.'s trademarks.

CrossFit Inc. leads the fight and regularly goes to battle in court to protect its trademarks and the affiliates who license them, but members of the community can help. Often, well-intentioned but misinformed affiliate owners, trainers and supporters create problems in addition to the ones brought about by those who steal and abuse the CrossFit name with malice. This guide complements the CrossFit Affiliate Agreement and [Level 1 Trainer License Agreement](#) and presents the information in plain language.

Our goal isn't to reiterate the Lanham Act (15 USC §1051 et seq.), but we've included some references to specific language where necessary and appropriate for clarity of our position. The reader should understand the normal legal caveats: this isn't a comprehensive statement of CrossFit Inc.'s rights, nor should it be seen as a binding contract. If you think there are changes or ways to make all this work better, please do not hesitate to send an email with suggestions to legalsupport@crossfit.com.



Coach Greg Glassman has always believed free markets will reward an excellent product or service with financial success.

CrossFit Inc. leads the fight and regularly goes to battle in court to protect its trademarks and the affiliates who license them.

Affiliates

CrossFit affiliates are the cornerstone of the CrossFit movement. They are independent business owners who have met certain requirements to become licensees of the CrossFit name. Importantly, CrossFit licenses its name to individual Level 1 trainers, not to corporations, other business entities or other non-persons (with very limited exceptions)(1). As a result, we maintain a direct and personal relationship with our affiliate owners.

The license agreement sets forth under what circumstances affiliates may use the CrossFit trademarks. It is worth stating that the purpose of the entire affiliate program is to spread the CrossFit methodology while simultaneously professionalizing the trainer. Affiliates are and should be "centers of training excellence." The affiliate owner's charter is to provide high-quality, professional instruction and advice to his or her clients based upon the knowledge gained from the Level 1 Seminar, supplemented by personal experience, additional offerings from CrossFit Inc. (such as specialty seminars) and his or her own self-education.

Adhering to this charter and using the CrossFit name as set out in the CrossFit Affiliate Agreement should provide more than adequate personal and business income to anyone willing to work hard and pursue excellence.

The affiliate license is not permission to use the popularity of the CrossFit trademarks for personal business ventures under the guise of being an affiliate. To wit, if you want to be a software developer, T-shirt manufacturer, novelist, TV producer, etc., then you should create your own business with its own name. None of these entrepreneurial desires has anything to do with being an affiliate owner or using the CrossFit name for financial gain. **The license to use the CrossFit trademarks is confined to running your center of training excellence and does not extend to other business ventures.**

Please don't use CrossFit's trademark for other purposes. For avoidance of confusion, please do not try to stretch the license agreement—or your other ventures—into somehow being essential for your CrossFit affiliate.

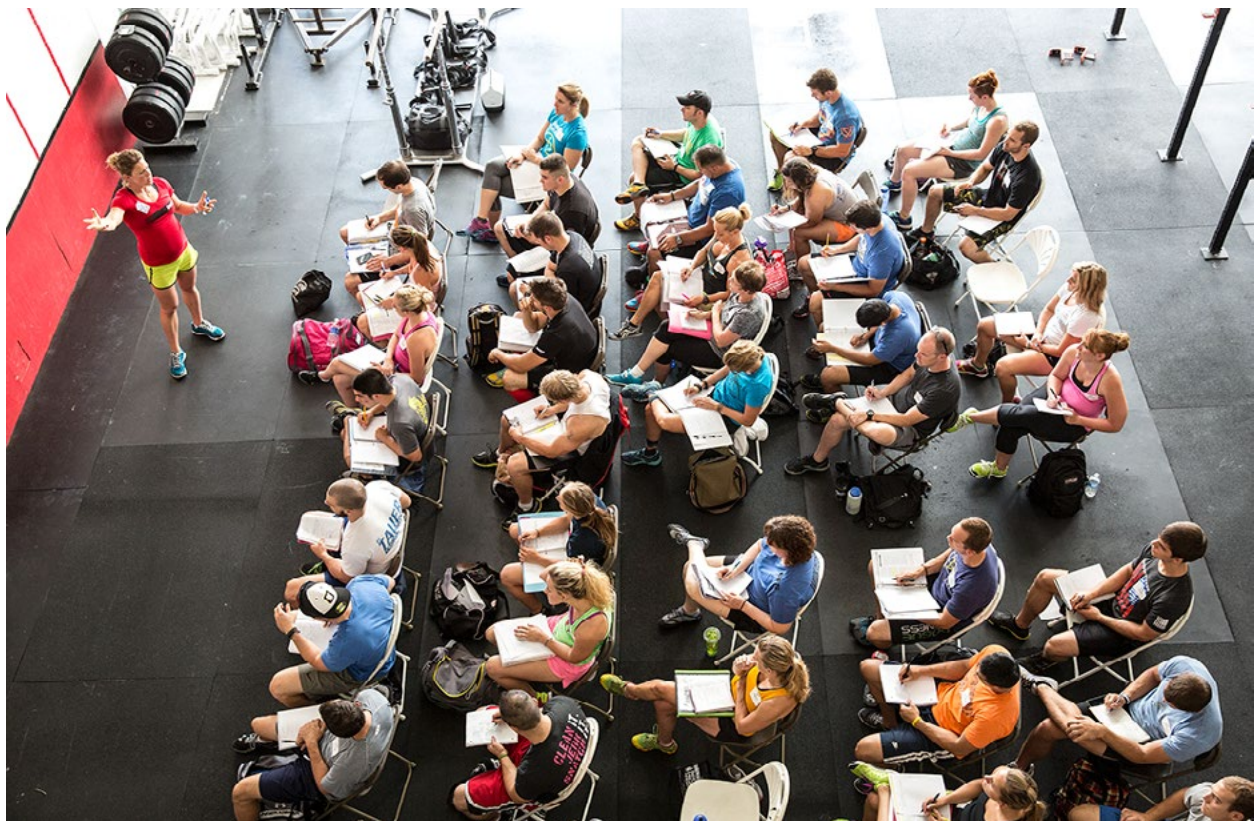
CrossFit is in the business of training, so we license the name for that purpose only and protect it to ensure it is associated with training only.

To quote Coach Glassman: "If you decide to have a barbecue on a Saturday for your affiliate and collect \$10 from everyone to defray the cost for burgers and beer, and you advertise your affiliate weekend barbecue, no

one cares. This is an essential part of being an affiliate and building your community. At the point that you are collecting \$100 and people have to call ahead for seating, you're not an affiliate anymore; you're a restaurateur."

In other words, at some point the degree of departure becomes so great that it becomes a completely different venture altogether. The litmus test might be that if you have to convince yourself you still haven't "crossed the line," you probably have. Call or email us when in doubt. In this case, asking permission is way better than trying to ask for forgiveness. You don't want to breach or completely void your agreement over the "CrossFit Affiliate X Hamburger Stand" at your box.

CrossFit is not in the business of supplements, food, equipment and so on. We are in the business of training, so we license the name for that purpose only and protect it to ensure it is associated with training only. In that manner, all affiliates benefit from the value of the trademark.



CrossFit is in the business of professionalizing the trainer, and Level 1 Seminars are one part of that effort.



Ultimately, CrossFit is about creating better movement and improving fitness.

Businesses

Hundreds of businesses have sprung up to support the needs of the CrossFit world and to service the affiliates, the athletes, the Level 1 trainers and their clients, and the CrossFit community as a whole. CrossFit Inc. ardently supports free markets and is founded upon a belief that consumers are better served when we all pursue our own ends and let markets decide whether a product is useful for the community through free exchange of goods, services, currency and capital.

As a starting point, the would-be entrepreneur in the CrossFit ecosystem should understand that if he or she has a great service or product to offer, CrossFit Inc. does not need to make it mandatory for affiliates to obtain that service or product. In fact, a request that CrossFit HQ sign some agreement whereby a particular product or service becomes the official choice for CrossFit affiliates will almost certainly be met with a resounding “no.” Such a request immediately tells us and the community that the prospective businessperson is trying to use CrossFit HQ’s status to mandate the item’s use rather than letting

affiliate owners and free markets tell us all whether the goods or services are truly desirable, properly priced and of sufficient quality in order to survive on their own merits.

CrossFit Inc. will not make your product/service the preferred item of CrossFit or CrossFit affiliates, and from this statement (and the Lanham Act) flow most of the subsequent guidelines.

For example, using the tagline for your product “made by CrossFitters for CrossFitters” is an obvious attempt to tell the consumer that you’re a member of this community and share the same values, and therefore you know and appreciate what CrossFit affiliates or athletes (i.e., consumers) need. The problem is that these kinds of uses devalue the CrossFit mark and threaten to make the mark generic.

There are a multitude of ways to make it clear to the community that you are indeed “one of us” and that you appreciate its needs. You should notice there is now an entire lexicon of association that infringes on no trademarks but raises the banner for all to see. Using non-trademarked

terms such as “WOD” or “box” or other vocabulary in the lingua franca of CrossFit will undoubtedly send the desired message. You simply don’t need to use the CrossFit mark to succeed if you truly have a great product or service (2).

Please understand, losing money or making very little money is not a justification to ignore trademark laws.

A few more specific points are worth emphasizing on their own.

First, it bears stating that the Lanham Act (the federal act in the United States that governs trademarks) governs the use of brands/marks in commerce, and most common law countries have similar legislation. “In commerce” is highlighted to address a few related issues that come up often enough to justify discussion: “non-profit” use and usage justified because of very low profit levels or outright losses.

The term “non-profit” is thrown around so often that most people have forgotten to what the words actually refer. Certain business entities, particularly charitable ones, are governed by §501(c) of the U.S. Internal Revenue Code. That section speaks of “non-profit” entities and their tax-exempt status under the Tax Code. This has nothing to do with CrossFit Inc. If your endeavor enjoys a special tax status as a result of political decisions in Congress, that does not allow you to use other people’s trademarks to generate revenue. Use of the term “non-profit” makes it sound as if you are not involved in commerce, but the Internal Revenue Service has a special status to explain why these endeavors don’t have to pay taxes on income—conclusive proof that non-profits are, in fact, in commerce. Therefore, the Lanham Act applies.

Businesses that don’t make much money or that lose money are still very much engaged in commerce, and the Lanham Act also applies. Please understand, losing money or making very little money is not a justification to ignore trademark laws.



Level 1 CrossFit trainers can list their credentials, but affiliation is required to advertise “CrossFit classes.”

Click-through ads on a web page that seek to drive traffic to it using CrossFit’s trademark are most assuredly signs that an entity is engaged in commerce. Use of CrossFit’s trademark on a site in order to score higher in search rankings and then sell an unrelated product is also trademark infringement. The de minimus amounts go only to the damages (or value of the case), but they do not remove it from the ambit of trademark infringement.

Use of “CrossFit Games” or associated logos to describe a local competition, repeated use of the word “CrossFit” to describe a product’s utility or a service’s benefits, creation of email addresses that say “Affiliate HQ” or the like and associated attempts to portray an entity as being the “official provider to affiliates” in a mass spam email, and pervasive use of the word “CrossFit” on social media supporting an unaffiliated gym all send only one message: the entity offers CrossFit training. All of the above examples are varying forms of trademark infringement.

A brief list for reference:

- Don't buy a domain name that includes CrossFit, XFit or other confusingly similar versions of the mark unless you would like to find yourself the subject of a federal lawsuit (3).
- Don't litter your website with "CrossFit"—including in tab titles, page titles, HTML code, etc. Blaming a rogue web designer or claiming "nominative use" will not justify usage.
- Don't use CrossFit as a category of goods or services; that earns an almost automatic lawsuit because it threatens the mark in two ways: as both infringement and genericide. For example, there is no such thing as "CrossFit equipment." This equipment has always been sold categorically as "fitness equipment," "gym equipment" or the like. The only equipment that is CrossFit Equipment—in capitals—will have our name on the side and will likely be used for the CrossFit Games or other specific event (for more info on sports, see below). This applies with equal force to specific items (kettlebells, ropes, etc.) and other categories including magazines, supplements, software, business seminars and so on. CrossFit is a brand of fitness service; if CrossFit decides to go into those other trademark classes, it will be clear to everyone that we are there.
- Don't use a hyphen or a space and claim it makes "Cross-Fit" a different word.
- Don't call a competing brand of fitness services "CrossFit-style" workouts. The term has no meaning other than to tell people you are trying to use the CrossFit trademark to confuse the unknowing fitness public that you have CrossFit in your gym. CrossFit workouts are free and publicly available and can be performed anywhere without permission. However, the trademarked CrossFit name protects and identifies our affiliates and our brand of fitness services. You can do Fran anywhere at any time, but only a license from CrossFit Inc. grants permission to use the name in commerce. As stated above, this is how we protect our affiliates.

CrossFit and Sport

The CrossFit Games are an athletic event, a sporting event, but CrossFit itself is a fitness program. Because CrossFit is a measurable fitness program, we can "compete" every time

we work out: using a clock, a measured load or a rep count within a time limit. The CrossFit Games are the proving grounds for any serious athlete who has a claim to being fitter than anyone else.

This topic has been covered in the April 18, 2013, *CrossFit Journal* article [What's in a Name?](#), but it warrants additional review. The CrossFit Games are the annual event at which we crown the Fittest Man, Woman and Team on Earth. The CrossFit Games are a natural outgrowth of CrossFit's unique approach to fitness. When CrossFit Founder and CEO Greg Glassman included in his program a definition of fitness that lent itself to precise and accurate measurement, the Games were an inevitable byproduct.

The "Sport of Fitness" is, in this regard, our challenge to the world to produce an athlete with a different methodology that can produce fitter humans. If that happens, we'll immediately change CrossFit. That attitude and charter should make it clear that CrossFit is not a "sport" in any traditional definition of the word. The fitness methodology and company name preceded the competition, which has its origins in the dirt of Aromas in Dave Castro's parents' backyard. Its worldwide growth has changed only its scale but not the nature of the endeavor. Nor has it changed what CrossFit is.



Vendors are encouraged to support the CrossFit community, but CrossFit Inc. will let that community determine the success or failure of a product or service.

In short, only the CrossFit Games and other events officially sanctioned by CrossFit Inc. are “CrossFit competitions.” All other events are fitness competitions, throwdowns and so on. Affiliates may certainly have inter-affiliate local competitions and events—that is all to the good—but two things about naming them: first, make it clear that they

aren’t in any way *the* CrossFit Games (or Regional competitions or the Open), and second, make it clear that they are events run by CrossFit affiliates. CrossFit affiliates’ use of the word “CrossFit” isn’t a threat to the brand because they are licensees of CrossFit Inc.; however, the use of the term “CrossFit competitions” threatens genericide over the long haul. Avoid it, affiliates, lest “CrossFit-style competitions” by outsiders take your business.

The trademarked CrossFit name protects and identifies our affiliates and our brand of fitness services.

Trainers

A final note for Level 1 trainers: you enjoy a very limited license to use the CrossFit trademark. You clicked on the agreement when you registered for the Level 1, and it is presented in plain language in the [Training Guide](#). This limited license allows you to use the CrossFit trademark as you would any other credential; that is, you may put “CrossFit Level 1 Trainer” or something similar after your name on a business card, resume, curriculum vitae or biography and qualifications page on your website. That’s it.



Hosts of companies have found ways to adhere to trademark laws while still associating themselves with the CrossFit community.



"CrossFit" defines a very specific fitness program, and CrossFit Inc. protects the mark to support more than 7,000 licensed affiliates worldwide.

The qualification does not allow you to send out flyers or advertise fitness classes "taught by CrossFit L1 Trainers." Even if this is a true statement, the initial interest you're creating in the classes is centered around an advertisement using our trademark, and if you're not a licensed affiliate, you're infringing on the brand.

Completion of the course gives one all the information needed to begin the process of training people using CrossFit's methodology or to apply for affiliation and complete all the necessary requirements to become a member of the CrossFit family of affiliates.

Only affiliation grants one the right to use the CrossFit trademark in advertising for fitness services.

Protecting Affiliates

We are constantly looking for ways to remain vigilant in protecting and growing the brand for the benefit of our affiliates and the select group of business partners to whom we license the mark. At the heart of the CrossFit revolution is the name: it is how we identify ourselves, our community and our culture, and we will protect it in the

interests of all the licensed affiliates around the world. We appreciate your help, support and leadership in doing so.

Good luck in your fitness journey, and thank you for being a part of this community.

Notes

1. CrossFit Inc. has and continues to license the name to certain non-commercial affiliates, such as military units, law-enforcement departments and universities/schools/educational institutions. In these circumstances, we may license to an entity, such as a municipality, if there is a fit with the long-term vision of CrossFit Inc.
2. We have found a virtually inverse correlation between the quality of a product and the magnitude of a business owner's claimed need to use CrossFit's intellectual property in HTML metatags and search-engine ad campaigns or elsewhere on his or her website.
3. CrossFit won a US\$100,000 court judgment against T&M Enterprises Inc. in 2011. *See CrossFit, Inc. v. Moore et al.*, Case No. 2:11-cv-01061-JLR (2011) (\$100K judgment against T&M, Inc. for buying more than 180 domains to re-sell). CrossFit has also been successful in other cybersquatting cases and UDRP actions: *see CrossFit, Inc. v. Results Plus Personal Training Inc.* (UDRP Claim Number: FA1305001498576; 2013 decision in favor of CrossFit against domain squatter who registered 113 domains containing the CrossFit mark); *CrossFit, Inc. v. Duza, LLC, et al.*, (Case No. 1:13-cv-20702-JLK; 2013 permanent injunction and stipulated judgment against cybersquatter); and *CrossFit, Inc. v. Personal Power Training, et al.*, (Case No. 12-cv-01746-PHX-SRB; 2013 judgment and permanent injunction against cybersquatter).



About the Author

Dale Saran is CrossFit HQ's General Counsel. CrossFit Inc.'s Legal Team are the "Defenders of the Faithful."