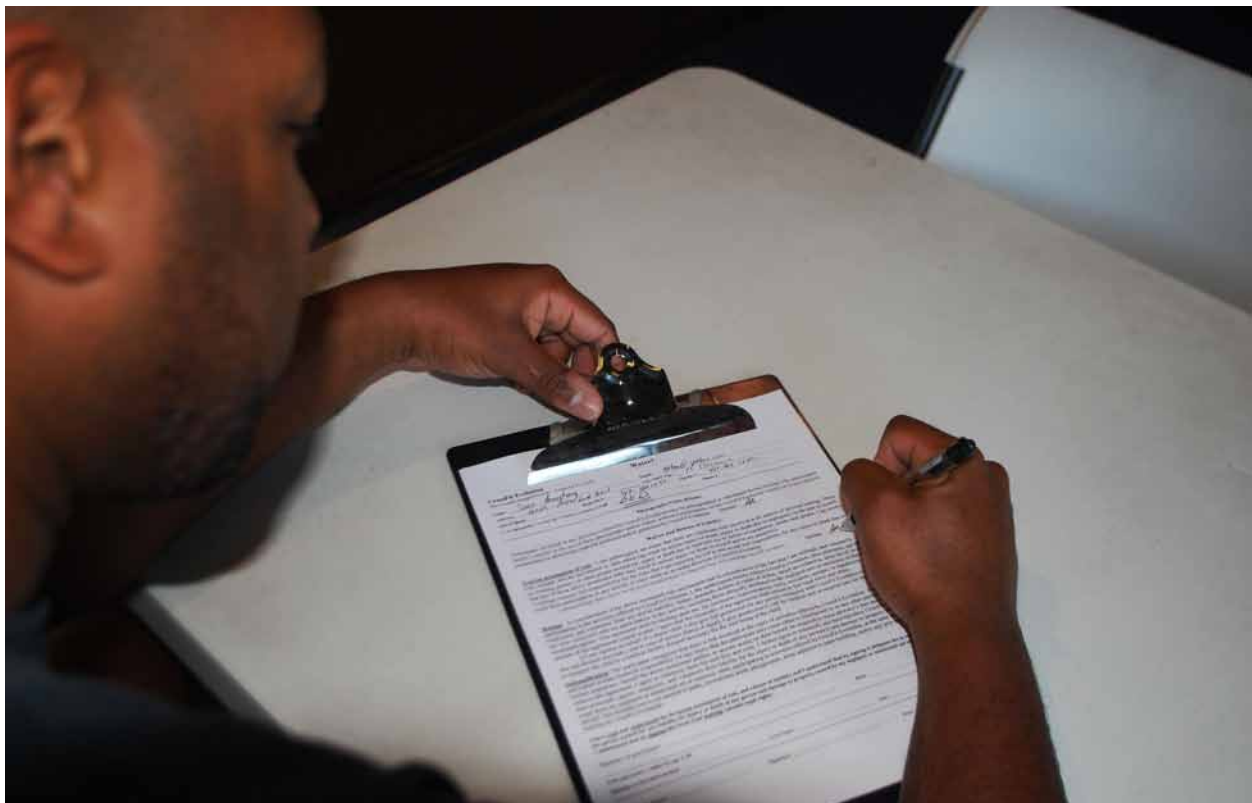

THE CrossFit JOURNAL

Protecting Your Business: The Waiver

Monique Ames of CrossFit Evolution believes every affiliate should have a liability waiver—and a good one.

By Monique Ames CrossFit Evolution

March 2010



Courtesy of Monique Ames/CrossFit Evolution

I don't care who you are or where you train or who you train: you better have everyone—and I mean everyone—sign a waiver before you start training him or her or even letting the athlete swing on the pull-up bars.

As a matter of fact, their cute little kids who come in and start swinging on the rings better get a parent to sign a waiver for them as well.

1 of 7

Why You Need a Waiver

When talking to new affiliates that are training family, friends and co-workers out of a garage, I often find out that they don't have anyone sign a waiver and don't have insurance. If this is the case, here's the truth: you are literally one bad day away from bankruptcy.

Insurance is a separate issue, and all I am going to say is this:

- Your homeowner's policy will **not** cover what you are doing.
- You'll be fined heavily if you don't have the proper licensing (home-business license) and city and state registration (a requirement for *all* trainers and coaches in many states).
- If you get sued, you will lose everything.

What's the biggest excuse for not having everyone sign a waiver? Usually something like this: "He's my best friend," "He's family," or "He's got plenty of money and he's not like that." Oh really? What happens if that person is injured during a training session?

Maybe you didn't know about his pre-existing injuries or health conditions. Doesn't matter. If he becomes so badly injured that he cannot work and feed his family, guess who's going to cover the expenses? You are. Pressure from his immediate family (wife and kids), mounting doctor bills not covered by his health insurance (or maybe he doesn't even have health insurance), and time off from work without pay will cause him to look for other options.

This is where you are no longer the great guy/gal who trains him for free in the garage. You are no longer the highly knowledgeable trainer who knows all about real health and fitness. You are no longer the shining light at the end of his workday. You will now become that dangerous guy/gal who does crazy shit in the garage—and that's why you do it for free. Or maybe you just become that trainer who doesn't know how to work with everyday people and should only work with athletes. Whatever it is, your status will be reduced and your ass and assets are now on the line.



Staff/CrossFit Journal

Monique Ames recommends you have every athlete sign a waiver, whether you're training a buddy in your garage or working with a client in a fully equipped gym.

It takes more than just a waiver to protect yourself and your business, but it's a start. The wording on a waiver should be clear, and I believe you should address certain questions as well. That way, if I'm in court, I can pull out the waiver and show that the client not only signed off on it but also stated he had no injuries or health conditions. I use color to clearly delineate where clients must sign, initial or pay special attention. They cannot later say they "missed that part."

A good waiver needs to be clear and understandable to the client, and it should always be reviewed closely by a gym representative. Probing questions should be asked and the answers noted on the waiver. All this does is reduce your risk—greatly. Even a good waiver can be thrown out in court. It cannot stand alone. This is why it's imperative for you to review it and follow up with someone who may have been injured in your gym.

On top of that, be sure you train within your realm. Don't train people to max their snatch if you don't have the knowledge or experience to coach them. I know you have to gain experience, but I think you should do it with lighter loads first. It may not be as macho, but there's nothing cool about injuring someone, no matter how big his ego—or yours.

Basic Information

First of all, be sure you can read a client's writing. Second, waivers should be filed, whether a client joins or not, in case of a lawsuit later down the road. Check with a lawyer in your state to learn how long you need to keep them to protect yourself. Keep in mind, a good waiver doesn't just try to protect you; it also assists you in building a relationship with the person signing it.

If you don't have clients sign waivers, here's the truth: you are literally one bad day away from bankruptcy.



Courtesy of Monique Ames/CrossFit Evolution

A clear, concise waiver is critical. By reviewing it with a client, you can make sure they understand exactly what they are signing, which could help you down the road.

Courtesy of Monique Ames/CrossFit Evolution



The first section of a good waiver is an information collector. You want to collect name, e-mail address, physical address, date of birth, phone numbers and emergency contact info. The name, physical address and date of birth detail who your client is. The phone numbers and e-mail address are for follow-up purposes. After the intro or first day, you want to be sure to contact him to ask how he's feeling and how he liked it. There's more to a follow-up, but this is not the article for it. Also, you should have a newsletter, and you'll need an e-mail address in order to deliver it. The emergency contact is just that: for emergencies only. It is *not* to be added to your contact list, and that person is not to be called unless it has to do with the prospect/member. It's a different situation if a client tells you his emergency contact may be interested. You can then ask for permission to call the contact and proceed.

Health Questions

Before you start training someone, you should know more about his basic health. Does he smoke? If so, you'll want to scale back the intensity and let him get more rest. Does he drink? If it's heavy or every couple of days, then you know this person is not healthy and has some destructive tendencies. He may be looking for another outlet to take alcohol's place, or maybe he just wants to burn it off better. Either way, it's a selling point. If he smokes and drinks, I doubt he'll join, but maybe it's just me.

Does he take prescription medication? You definitely need to know—and not the names of the drugs but what the drugs are for. Some drugs have side effects when mixed with intense exercise (including, of course, CrossFit). For example, meds for high blood pressure may cause dizziness and fainting. Meds for diabetes may cause similar difficulties, and anxiety meds may cause dizziness, fainting and vomiting. How to deal with this? You scale the workout/intro down by decreasing the load, the reps and the expectations. Also be sure to give the client more rest, and keep a watchful eye for sudden paleness, flushing, eye rolling, dizzy spells, signs of nausea and extreme heavy breathing.

Is he exercising now? How much per week? You also want to know specifically what he is doing for exercise. This will help dial in what you can expect today and how much intensity you can deliver, and it will also gauge the client's placement in your foundations program or classes. Does he play sports? This will tell you about possible weaknesses and strengths and, more importantly, the level of his competitiveness.

Does he have high blood pressure, asthma, diabetes or a heart condition? You need to know these things. Can you still work with him? Hell yes, but you need to know his limitations.

Does he have back pain, knee pain or shoulder pain? I'm sure most people do, but this is still important for two reasons. First, you find out what limitations he may have. Second, if the pain isn't from an actual injury, then it's weakness and can be corrected in time. This is your chance to demonstrate excellence by explaining to him why he has said aches and pains and then show and tell him how you will improve them. I absolutely love showing prospects with bad knees how to squat properly right in my office. Every single time, they say, "Oh, crap—that

Courtesy of Monique Ames/CrossFit Evolution



By checking the waiver after it's filled out, you can catch any parts that need clarification. "God" may indeed be the client's emergency contact of choice, but then you're going to have to insist on getting God's phone number.

doesn't hurt. That is definitely not what I've been doing. This is so much better." And then I say, "Wait till you see all the other stuff I'm going to show you." Then I move on to reviewing the rest of the waiver.

Does he have previous injuries or surgeries? Again, this will tell you the extent of his limitations and what to keep an eye on. If he just had knee surgery six months ago but hasn't done any serious rehab, guess what you'll be doing at first? You won't be sending him into the next double-under/box-jump WOD without ramping him up and verifying that his knee and connective ligaments are strong. It's all about scaling.

Does he have high blood pressure, asthma, diabetes or a heart condition? You need to know these things. Can you still work with him? Hell yes, but you need to know his limitations, his starting point (now) and his capabilities (you'll see soon enough).

Does he have any other health conditions not listed? This is just a catch-all. When people have to sign off on all this stuff, they will be less likely to sue. And if they lied or left stuff out, even better for you (legally speaking).

This section of the waiver ends with "reviewer's notes," where you can record any answers to specific questions you asked or provide more detail.

Note: the waiver is reviewed and questions are asked (relationship building) *after* he has signed it. Give him some time to fill it out, and be available but not invasive.

Photography and Video Release

You take a lot of photos and you do some videos, and you may even decide to start doing some marketing with those photos. Have this release in place and you'll never have to worry about some disgruntled ex-member/ex-employee trying to sue you for using his or her image. I haven't seen someone launch such a suit yet, but I do not want to be the first to deal with it.

Waiver and Release of Liability

This is the last section and encompasses the legal text necessary to cover yourself in a professional way that's easily understandable. I'm sure there are many ways to write this, but the entirety of this last section was in use by CrossFit HQ three years ago when I opened. I have always used it, with a couple tweaks to cover training services provided outside my main building (parks, adjacent areas, etc). Be sure your insurance carrier also covers that training; mine does. Don't fix what is not broken. If it was good enough for HQ, it's certainly good enough for me.

Signatures

This includes an area for participants under 18 and the signatures of their parents or guardians. Every kid under 18 should have a parent sign off, or the form should be filled out by the parent in the child's name. If said child is to be stuck in a "child-specific area" (daycare), then you better have specific insurance coverage for that. Otherwise, if said child will be swinging on your rings, jumping on boxes, tumbling on mats, trying to do handstands, etc., you'd better have the parent sign off for their kid. It's all about "just in case" and "cover your ass."

The last signature is most important: yours. You sign off saying you have reviewed the entirety of the document with the prospect/member. This means you ensured everything is filled out and marked appropriately, there are signatures and initials where required, everything is readable and understandable, and you asked clarifying questions in order to better understand and improve the experience for your prospect.

The Crossfit Evolution Waiver

What follows on the next page is the actual waiver that is currently in use today at Crossfit Evolution.

The format has been resized in order to fit into the article, and a copy of the full-size one-page document is available on our Web site under the [CFEvo Paperwork](#) tab under CrossFit Affiliate Development.

Be Prepared—Use a Waiver

Whatever you do, be sure to use waivers and make everyone sign one. Whether he pays or not. Whether it's in your garage, the park or a gym. Whether it's your best friend, your brother, your neighbor or your co-worker. Get everyone to sign, and be smart enough to know that you need to know the basic health and fitness of your prospects/members *before* you start training them.

Better safe than sorry.



Courtesy of Monique Ames/CrossFit Evolution

About the Author

Monique Ames is the owner of [Crossfit Evolution](#), founded and operated by her and her husband, Leo Soubbotine, in Longwood, Fla. She is a coach and business manager. She holds certifications in CrossFit training, Olympic weightlifting and Nutrition. Her expertise includes general sports conditioning, law-enforcement training, corporate and management training, and business management. Monique is a former U.S. Marine, law-enforcement officer and operations manager. She loves CrossFit training and the business of running a CrossFit gym. She was a speaker at FilFest 2010, held Feb. 19-20 in Miami, Fla.

CrossFit Evolution

830 S. Ronald Reagan Blvd #182 Longwood, FL 32750

Waiver & Health Info

Name: _____ Email: _____

Address: _____ City, State, Zip: _____

Date of Birth: _____ Home Ph #: _____ Cell Ph #: _____

In an emergency, I would like CrossFit Evolution to Call: _____ Phone #: _____

Health Questions

Do you: Smoke? **Y N** Drink alcohol? **Y N** Take prescription meds? **Y N**

Are you exercising now? **Y N** How much per week? _____ Do you play sports? **Y N**

Do you have: Back pain, Knee pain or Shoulder pain? **Y N** Previous Injuries or Surgeries? **Y N**

High blood pressure, Asthma, Diabetes, or a Heart condition? **Y N** Any other health conditions not listed? **Y N**

Reviewer Notes: _____

Photography/Video Release

Participants involved in any activities offered by CrossFit Evolution may be photographed or videotaped during training. The undersigned hereby consents to the use of these photographs and/or videos without compensation, on the CrossFit Evolution website or in any editorial, promotional or advertising material produced and/or published by CrossFit Evolution. **Initials:** _____

Waiver and Release of Liability

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; strains and sprains. 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, or under direction of CrossFit Evolution.

I acknowledge that I have no physical impairments, injuries, or illnesses that will endanger me 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 offered by CrossFit Evolution, I, the undersigned hereby release CrossFit Evolution, 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 CrossFit Evolution 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.

Indemnification: The participant recognizes that there is risk involved in the types of activities offered by CrossFit Evolution. 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 CrossFit Evolution, 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 CrossFit Evolution, at the main building or abroad. This includes but is not limited to parks, recreational areas, playgrounds, areas adjacent to main building, and/or any area selected for training by CrossFit Evolution.

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 legal rights.

Signature of participant: _____ **Date:** _____

If the participant is under the age of 18,

Signature of Parent/Guardian: _____ **Print Name:** _____ **Date:** _____

Reviewed By (Print): _____ **Signature:** _____ **Date:** _____