

CROSSFIT® LEVEL 1 TRAINER CERTIFICATE LICENSE AGREEMENT

This CrossFit® Level 1 Trainer Certificate License Agreement (the “**Agreement**”) is made and entered into as of _____, 2016 (“Effective Date”) by and between CrossFit, Inc., a Delaware corporation with its principal place of business at 1250 Connecticut Ave. N.W., Suite 200, Washington D.C. 20036 (“**CrossFit, Inc.**”); and _____, the CrossFit® Level 1 Certificate Holder (“**CrossFit Trainer**”).

INTRODUCTION

CrossFit, Inc. is the exclusive owner of the CrossFit® brand for fitness services and related goods and services. In the interest of making its techniques widely available, CrossFit, Inc. encourages individuals and entities that understand and agree with the CrossFit philosophy to join the community of CrossFit® trainers and be properly licensed to use the CrossFit® name. This Agreement governs your right to use the CrossFit® brand in connection with CrossFit, Inc.’s unique strength and conditioning program that produces a singular fitness.

TERMS AND CONDITIONS

1. Grant of License and Restrictions.
 - a) Subject to the terms and conditions of this Agreement, CrossFit, Inc. grants to CrossFit Trainer, and CrossFit Trainer accepts, a limited, revocable, non-exclusive, non-transferable, non-assignable, and non-delegable license to use the CrossFit® trademark solely to identify himself or herself as a “CrossFit® Level 1 Trainer” Or “CrossFit® Level 1 Certificate Holder.” In this regard, the CrossFit Trainer may only use the CrossFit® trademark to:
 - i) List the “CrossFit® Level 1 Trainer” or “CrossFit® Level 1 Certificate Holder” designation on a business card; and
 - ii) List the “CrossFit® Level 1 Trainer” or “CrossFit® Level 1 Certificate Holder” qualification on a biography, resume, curriculum vitae, or professional biography.
 - b) The CrossFit Trainer shall not refer to herself or himself as a “Certified” CrossFit Trainer unless that person has passed the Certified CrossFit Trainer Exam and has complied with all other requirements to maintain the certification.
 - c) The CrossFit Trainer shall not use the CrossFit® trademark or any of CrossFit, Inc.’s other trademarks/ service marks, taglines (e.g., Forging Elite Fitness®), characters (e.g., Pukey the Clown), copyrighted content, or logos (“**CrossFit IP**”) in any manner other than as expressly provided for in this Agreement. All rights not specifically granted by CrossFit, Inc. to CrossFit Trainer are expressly and exclusively reserved by CrossFit, Inc.
2. Nature of Relationship.

The parties to this Agreement are independent, and no agency, partnership, joint venture, employee-employer or franchisee-franchisor relationship is intended or created by this Agreement. Neither party shall have any right or authority to assume or create any obligations of any kind or to make any representation or warranty on behalf of the other party, whether express or implied, or the power to bind the other party in any respect whatsoever.
3. Term, Termination, and Renewal.
 - a) The term of this Agreement will begin on the Effective Date and continue for a period of five (5) years unless terminated earlier in accordance with the provisions of this Agreement. This Agreement will automatically renew if:
 - i) The CrossFit Trainer renews the Certificate by attending a new CrossFit Level 1 Certificate Course and passing the exam; or

- ii) The CrossFit Trainer achieves Certified CrossFit Trainer status by passing the Certified CrossFit Trainer Exam and complies with all other requirements to maintain the certification.
 - b) This Agreement may be terminated by CrossFit, Inc. immediately after written notice to CrossFit Trainer if CrossFit Trainer:
 - i) Refuses or fails to perform any of its obligations or covenants under this Agreement or breaches its obligations to CrossFit, Inc.;
 - ii) Publicly denounces, slanders, defames or denigrates CrossFit, Inc., its officers, principals, or agents either orally, visually or in writing (including through digital or electronic means or methods such as social media); or
 - iii) Engages in or persists in conduct that would reflect unfavorably upon CrossFit, Inc., the CrossFit IP, or upon the operation and reputation of CrossFit, Inc.'s business, including, without limitation, a felony or any other criminal act, conduct or misconduct that would raise a substantial question about the CrossFit Trainer's fitness or ability to train others.
 - c) If CrossFit, Inc. terminates this Agreement, CrossFit Trainer shall immediately discontinue all use of the CrossFit IP. CrossFit Trainer shall remove and delete all of his or her uses of the CrossFit® mark. CrossFit Trainer shall also ensure that all third-party uses of the CrossFit® mark in association with CrossFit Trainer's name or identity (on social media, webpage or any other platform or location) are permanently deleted and removed.
4. Damages and Attorneys' Fees.
- a) CrossFit Trainer's breach of this Agreement and/or use of the CrossFit IP in a manner that exceeds the scope of the limited license provided by this Agreement may constitute trademark infringement, copyright infringement, unfair competition, and false advertising, among other violations. CrossFit, Inc. reserves all rights to pursue all claims, damages and relief against CrossFit Trainer related to CrossFit Trainer's breach of this agreement, including his or her failure to perform any of the obligations or covenants under this Agreement.
 - b) CrossFit, Inc. will be entitled to recovery of its attorneys' fees and other costs of suit if CrossFit, Inc. obtains a judgment in its favor against CrossFit Trainer in any legal proceeding arising out CrossFit Trainer's breach of this Agreement, including his or her refusal or failure to perform any of the obligations or covenants under this Agreement.
 - c) THE TOTAL LIABILITY OF CROSSFIT, INC. TO CROSSFIT TRAINER IN ANY EVENT IS LIMITED TO THE TOTAL AMOUNT OF FEES PAID BY CROSSFIT TRAINER TO ATTEND THE LEVEL 1 CERTIFICATE COURSE. CrossFit, Inc. is not liable to CrossFit Trainer or any third party for any indirect, special or consequential damages. For the avoidance of doubt, this means that CrossFit, Inc. is never liable to CrossFit Trainer (or any other third party) for CrossFit Trainer's (or any other third party's) expenditures, investments, leases, commitments lost revenue, lost profits, or lost data, even if CrossFit, Inc. terminates or breaches this Agreement.
5. Indemnification.

The CrossFit Trainer shall indemnify, defend at CrossFit, Inc.'s request, and hold harmless CrossFit, Inc. and its subsidiaries and affiliated entities, and each of their respective officers, affiliates, directors, agents and employees (collectively, a "CrossFit Party") from and against any and all actions, claims, liabilities, judgments, settlements, losses, damages, expenses and costs (including court costs and attorneys' fees), arising from or related to any third party claim, suit or proceeding brought against any CrossFit Party which arises from or is related to: (a) CrossFit Trainer's breach of any of its obligations described herein; (b) infringement or misappropriation by CrossFit Trainer of any intellectual property, personal or proprietary right of CrossFit, Inc., or any third party; (c) property damage, personal injury, or death based on CrossFit Trainer's negligent, reckless, or willful acts or omissions; or (d) any other actions, claims, liabilities, losses, damages, expenses and costs related to CrossFit Trainer's relationship with CrossFit, Inc.

6. Governing Law and Forum Selection.

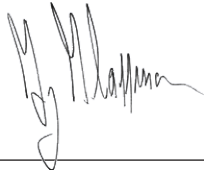
This Agreement shall be governed by and construed under the laws of the State of California, notwithstanding its conflict of law provisions. Any action or proceeding brought to enforce the terms of this Agreement or adjudicate any dispute arising out of this Agreement shall be exclusively brought in the United States District Court, Southern District of California within the County of San Diego, State of California. The parties will not raise in connection therewith, and hereby waive, any defenses based upon the venue, the inconvenience of the forum, the lack of personal jurisdiction, the sufficiency of service of process or the like in any such action, suit or proceeding to enforce the terms of this Agreement or adjudicate any dispute arising out of this agreement.

In Witness Whereof, the parties have executed this Agreement as of the date first above written.

CrossFit, Inc.:

CrossFit Trainer:

By:



By:

Name:

Greg Glassman

Name:

Title:

CEO, CrossFit Inc.

Title: