

# Terms of Use

CrossFit.com · CrossFit, LLC

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CERTAIN PORTIONS OF THE WEBSITE MAY BE SUBJECT TO ADDITIONAL TERMS AND CONDITIONS SPECIFIED BY US FROM TIME TO TIME; YOUR USE OF THE WEBSITE IS SUBJECT TO THOSE ADDITIONAL TERMS AND CONDITIONS, WHICH ARE INCORPORATED INTO THESE TERMS OF USE BY THIS REFERENCE.

CrossFit, together with its subsidiaries, are collectively referred to in these Terms of Use as "we," "us," "our," or other similar pronouns.

## I. Privacy Policy

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We respect your privacy. Our collection, use and disclosure practices regarding your personally identifiable information is set forth in our Privacy Policy. Please take some time to [review our Privacy Policy](#) as its terms are incorporated herein by reference and your assent to these Terms of Use includes your assent to our Privacy Policy.

## II. Registration and Eligibility

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CrossFit may allow users to establish an account to access various features of this Site, such as registration for the CrossFit Journal, certificate courses, seminars and events, registration for The CrossFit Games Open and use of its message boards, discussion boards, and other public forums. If you register, you agree to provide CrossFit with accurate, truthful, complete, and updated registration information. Failure to do so shall constitute a breach of these Terms of Use, which may result in immediate suspension or termination of your account. Failure to provide accurate, truthful, complete, and updated registration information for certain events or features, such as The CrossFit Games Open, may also lead to your disqualification, expulsion or denial from such events or features. Further, as part of the CrossFit Games Open registration process, and for all stages of the CrossFit Games,

registrants must agree, without limitation, to comply with the rules and guidelines stipulated in the CrossFit Games Rule Book, the Assumption of Risk Waiver, the Publicity Release Waiver and the CrossFit Games Drug Testing Policy, all of which are incorporated herein by reference.

You must be 18 years of age or over, or the legal age to form a binding contract in your jurisdiction if that age is greater than 18 years of age, to register for any function, service, or portion of this Site which requires such registration. This Site is not intended or designed to attract children under the age of 13. If you are under the age of 13, you may not use the Site. If you are a minor age between the ages of 13 and 18 (or the applicable legal age in your jurisdiction), you can use such functions or services only in conjunction with, and under the supervision of, your parent or guardian who has agreed to these Terms of Use. If you are a parent or legal guardian agreeing to these Terms of Use for the benefit of a minor between the ages of 13 and 18 (or the applicable legal age in your jurisdiction), you are fully responsible for his or her use of the Website and the User Content (as defined below), including all legal liability he or she may incur. By using this Site and any services provided therein, you represent and warrant that you have the right, authority, and capacity to enter into these Terms of Use and to abide by all of the terms and conditions set forth herein.

### **III. Passwords**

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When you are required to open an account to use or access this Site or any of its features or services, you will also be asked to provide a user name and password. You agree that we may store and use any registration data, including your user name and password, you provide for use in maintaining your account. You are entirely responsible for maintaining the confidentiality and security of your password and account. You may not use the account, username, or password of someone else at any time. You agree to notify CrossFit immediately of any unauthorized use of your account, user name, or password (collectively, a "**User ID**"). CrossFit shall not be liable for any loss that you incur as a result of someone else using your password, either with or without your knowledge. You may be held liable for any losses incurred by CrossFit, its subsidiaries, entities owned, related to or controlled by CrossFit, officers, directors, employees, consultants, staff, agents, and representatives due to someone else's use of your account or password. CrossFit reserves the right to refuse registration of, or cancel a User ID, in its sole discretion. You may not sell or transfer your account, or otherwise allow any third party to use your account for any purpose.

### **IV. Medical Disclaimer**

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You expressly acknowledge and agree that CrossFit and this Site do not provide medical advice and are not a substitute for professional medical diagnosis, treatment or advice or a medical examination. The content of this Site may contain general information relating to certain medical conditions and their treatment. Such information is provided for informational purposes only and is not intended to replace or substitute for advice provided by a physician or other medical provider. You should not use the information provided on this Site for diagnosing a health problem or disease. Prior to participating in any program, workout, training, course, activity, exercise, diet, or use of any product, program, workout, exercise or treatment discussed on this Site, or if you have any questions regarding a medical condition, seek the advice of your physician and other qualified health-care professionals. You understand that the exercises and programs discussed on this Site can be strenuous and should be scaled or done in

moderation. There is an inherent risk in any exercise that, while providing some health benefits, it can also cause unknown health issues. Application or reliance on the techniques, advice, ideas, and suggestions of any person associated with CrossFit or this Site are at your sole discretion and risk.

Never disregard professional medical advice or delay in seeking it because of something you have read on the Site. If you think you may have a medical emergency, call your doctor or 911 immediately. CrossFit does not recommend or endorse any specific tests, physicians, products, procedures, opinions, or other information that may be mentioned on the Site. Reliance on any information provided by CrossFit, CrossFit employees or staff, others appearing on the Site at the invitation of CrossFit, or other visitors to the Site is solely at your own risk.

## **V. Use of Site; Limited License**

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## **VI. Links to and from this Site**

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This Site may contain links or references to other websites maintained by third parties over whom we have no control. Such links are provided merely as a convenience. Such third party sites and third party content are not investigated, monitored or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for any third party sites accessed through this Site or any third party content posted on or available through this Site, including the content, accuracy, advice, offensiveness, opinions, reliability, privacy practices or other policies of or contained in the third party sites or the third party content. Inclusion of, linking to or permitting the use of any third party site or any third party content does not imply approval or endorsement thereof by CrossFit. If you decide to leave this Site and access the third party sites or to access or use any third party content, you do so at your own risk and you should be aware that our terms and policies no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any third party site to which you navigate from this Site or relating to any applications you use or install from this Site.

In addition to other third-party sites accessible through the Site, any YouTube videos published on our Site are implemented as a YouTube Data API Client application. By accessing these videos you agree to also consent to YouTube's Terms of Service (<https://www.youtube.com/t/terms>).

## **VII. Unsolicited Submissions**

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CrossFit welcomes your participation and contributions to its online forums and discussions, including your feedback and comments on your experiences with the CrossFit program, and CrossFit's events, activities, competitions, certificate courses, seminars and workouts. But CrossFit's policy is not to, and neither CrossFit nor any of its employees will, accept or consider unsolicited ideas, suggestions and other material. This is to avoid the possibility of future misunderstandings arising if CrossFit develops or implements or uses a program, product, equipment, service, feature, workout, software, application or tool that seems to be similar to your own ideas or creative work. If you do submit any feedback, comments, ideas, suggestions, concepts, workouts, marketing plans, names for new events, or material (collectively, "Submissions") to CrossFit, including any Submissions that we have asked you not to submit to us, then regardless of what your Submission and any accompanying correspondence might say, by submitting your Submission you acknowledge and agree that:

1. At the moment you submit your Submission to CrossFit, you are automatically and irrevocably assigning your Submission and all rights to it to CrossFit, and CrossFit will have no obligations to you in relation to your Submission;
2. In the event that your Submission is not assignable, you hereby acknowledge and agree that, from the moment you submit your Submission to CrossFit, you grant CrossFit and its designees a worldwide, perpetual, irrevocable, sublicenseable, transferable, assignable, non-exclusive and royalty free right and license to reproduce, publish, distribute, prepare derivative works from, display, perform, modify, adapt, broadcast, license, sell, offer for sale, translate, make, have made, import and otherwise use, any Submission, including, without limitation, all copyrights, trademarks, trade secrets, patents, industrial rights and all other intellectual and proprietary rights related thereto, for any purpose whatsoever, commercial or otherwise, in any medium now known or hereafter devised, without compensation or credit to you, including sublicensing any third party to do any of the foregoing. To the extent permitted by applicable laws, you also give up any claim that any use by CrossFit and/or its licensee(s) of any Submission violates any of your rights, including but not limited to

moral rights, privacy rights, rights to publicity, proprietary, statutory or other rights, and/or rights to credit for the material or ideas set forth therein;

3. Your Submission will not contain any proprietary or confidential information;
4. CrossFit is under no obligation to keep your Submission confidential or to otherwise protect your Submission;
5. CrossFit may already be considering or developing a similar idea, program, concept, product, service, feature, movement, workout, software, application or tool; and
6. We shall determine, in our sole discretion, whether materials you submit to us or to the Site are classified as Submissions or User Content.

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## VIII. User Content

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By submitting, posting, uploading, displaying, performing, transmitting, or otherwise distributing information, including workout, nutrition, gym and biographical information, messages, notes, text, listings, videos, pictures, graphics, drawings, audio, music and sound, text, data, communications or other content ("**User Content**"), to this Site, you authorize CrossFit to treat any User Content as non-confidential and non-proprietary. You retain all of your rights in User Content you post to our Site. However, from the time of uploading or submission of the User Content, you grant CrossFit, its subsidiaries, entities owned, related to or controlled by CrossFit, officers, directors, employees, staff, consultants, agents, and representatives, a nonexclusive, worldwide, perpetual, irrevocable, royalty-free, fully-paid, sublicenseable and freely transferable right and license to reproduce, publish, distribute, prepare derivative works from, display, perform, modify, adapt, broadcast, license, sell, translate, and otherwise use User Content, in whole or in part, including, without limitation, in connection with the operation, promotion, marketing, and advertising of the business, products, programs, events, competitions and services of CrossFit, including the exploitation thereof, in each case in any media formats and through any means or methods whether now known or hereafter discovered. You agree that CrossFit may so exploit your User Content without compensation or credit to you, including by sublicensing any third party to do any of the foregoing. To the extent permitted by applicable laws, you also give up any claim that any use by CrossFit and/or its third party providers or sublicensees of any User Content violates any of your rights, including but not limited to moral rights, privacy rights, rights to publicity, proprietary, statutory or other rights, and/or rights to credit for the material or ideas set forth therein. You agree that CrossFit may publish or otherwise disclose your name, age and other information provided by you in connection with your CrossFit ID or event registration User Content.

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We will respond to notices of alleged copyright or other intellectual property infringement that comply with the Digital Millennium Copyright Act ("**DMCA**") and other applicable laws. In addition, you agree that, in the event we receive a written demand from a third party alleging that any User Content infringes upon, dilutes, tarnishes or otherwise violates its trademark or trade secret rights, we may in our sole discretion, remove or disable access to such User Content.

If you are a copyright owner, or an agent thereof, and believe that any of the content on this Site infringes upon your copyrights or other intellectual property right, pursuant to the DMCA, you may submit a notification by providing our Copyright Agent (contact information below) with the following information:

- A physical or electronic signature of the copyright, or other intellectual property right, owner (or someone authorized to act on behalf of the owner);
- Identification of the protected work and intellectual property right (i.e., copyright or trademark) claimed to have been infringed, or, if multiple protected works are covered by a single notification, a representative list of such works;
- Identification and location of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit CrossFit to locate the material;
- Information reasonably sufficient to permit CrossFit to contact you, such as an address, telephone number, and, if available, an electronic mail address;
- A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright or other intellectual property right owner, its agent, or the law; and
- A statement by you, made under penalty of perjury, that the information in the notification is accurate, and that you are authorized to act on behalf of the intellectual property right owner of the right that is allegedly infringed.

You acknowledge that if you fail to comply with the procedures provided in this subsection for reporting a claimed copyright infringement, your notice may not be valid under the DMCA. See 17 U.S.C. 512(c)(3) for further details.

With respect to content that was taken down due to a copyright infringement claim, if you believe that your content that was removed (or access was disabled to) is not copyright infringing, or that you have authorization from the rightful copyright owner, the copyright owner's agent, or pursuant to law, to post and use the allegedly infringing material in your posted content, you may send a counter-notice containing the following information to the Copyright Agent:

- Your physical or electronic signature; identification or description of the material that has been removed or to which access has been disabled and the original location where the material appeared before it was removed or disabled;

- A statement by you, made under penalty of perjury, that you have a good faith belief that the material was removed or disabled as a result of mistake or a misidentification of the material removed or disabled; and
- Your name, address, telephone number, and e-mail address, a statement that you consent to the jurisdiction of the U.S. District Court for the Southern District of California, and a statement that you will accept service of process from the person who provided notification of the alleged infringement.

If a counter-notice is received by the Copyright Agent, CrossFit may send a copy of the counter-notice to the original complaining party informing that person that it may replace the removed material or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the material provider, member or user, the removed material may be replaced, or access to it restored, in 10 to 14 business days or more after receipt of the counter-notice, at CrossFit's sole discretion. See 17 U.S.C. 512(g)(3) for further details.

Our designated Copyright Agent (the "**Copyright Agent**"), who will receive notifications of claimed infringement and counter-notices at CrossFit, LLC, is General Counsel, CrossFit, LLC, 3623 Crossings Dr., Suite 223, Prescott, AZ 86305, [marshall@crossfit.com](mailto:marshall@crossfit.com), 6195405017. This contact information is intended solely for the receipt of legal "Notifications of Claimed Infringement" under the DMCA. It is not intended for general inquiries and permission requests concerning the use of CrossFit content.

In an effort to protect the rights of intellectual property owners, we maintain a policy for the termination, in appropriate circumstances, of user accounts of this Site who repeatedly infringe the copyright and other intellectual property rights of others.

## IX. Trademarks

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## X. Copyright and Content

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## **XI. Use of Public Forums and Inappropriate Content**

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You agree not to (including not facilitating or assisting), directly or indirectly, upload, download, link, stream, display, perform, promote, advertise, transmit, or otherwise distribute any content that:

(a) is libelous, defamatory, obscene, pornographic, abusive, threatening, unlawful, fraudulent, harmful, harassing, tortious, vulgar, that may be invasive or in violation of another's right of privacy or publicity, hateful, racially, ethnically or otherwise objectionable as determined by us in our sole discretion;

(b) advocates or encourages conduct that could constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable local, state, provincial, national or foreign law or regulation;

(c) advertises or otherwise solicits funds or is a solicitation for goods or services;

(d) distributes or facilitates the distribution of viruses, corrupted data, trojan horses, bots, keystroke loggers, worms, time bombs, cancelbots or other computer programming routines or computer code that are intended to and/or actually damage, detrimentally interfere with, surreptitiously intercept or mine, obtain unauthorized access to, scrape or expropriate any system, software, data or personal information;

(e) adversely affects the availability of Site resources to other users (e.g., excessive shouting (use of all caps), flooding (continuous posting of repetitive text) or excessively large embedded images);

(f) solicits or disseminates surveys (other than any such functionality expressly provided for by the Public Forum that otherwise complies with these Terms of Use), contests, pyramid schemes, chain letters, junk mail, spam, or unsolicited messages;

(g) creates a false identity for the purpose of misleading others, to be determined in our sole discretion;

(h) transmits or facilitates the transmission of any content to an e-mail address, messenger-feature address or other location that is not yours or to which you do not have the expressly authorized right to use without securing the prior authorization of the owner or licensor of such other address or other location; and

(i) transmits or facilitates the transmission of any User Content that infringes any patent, trademark, trade secret, copyright, privacy, publicity or other proprietary, statutory, common law or other rights of any party.

CrossFit reserves the right to terminate your receipt, transmission, or other distribution of any such material using this Site, and, if applicable, to delete any such material from its servers as well as to take any other action required or permitted under any applicable laws. CrossFit intends to cooperate fully with any law enforcement officials or agencies in the investigation of any violation of these Terms of Use or any applicable laws.

## **XII. Other Prohibited Uses**

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You are prohibited from violating or attempting to violate, and agree not to violate or attempt to violate, any security features of this Site, including, without limitation:

(a) accessing or attempting to access any content or data not intended for you, or logging onto a server or account that you are not authorized to access;

(b) attempting to probe, scan, or test the vulnerability of this Site, or any associated system or network, or to breach security or authentication measures without proper authorization;

(c) interfering or attempting to interfere with service to any user, host or network;

(d) using this Site to send unsolicited e-mail or other communications, including, without limitation, promotions or advertisements for products or services;

(e) attempting to modify, reverse-engineer, decompile, disassemble, or otherwise reduce or attempt to reduce to human-perceivable form any of the source code used by CrossFit in providing this Site; and

(f) imposing (as determined by us in our sole discretion) an unreasonable or disproportionately large load on our (or our third party providers') infrastructure.

Any violation of system or network security may subject you to civil and/or criminal liability.

## **XIII. Alleged Violations (Termination)**

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#### **XIV. No Warranties**

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OF CROSSFIT THAT MAY CAUSE THE SITE, CONTEST, COMPETITION OR JUDGING TO BE DISRUPTED OR CORRUPTED; (V) ANY INJURIES, LOSSES, OR DAMAGES OF ANY KIND ARISING IN CONNECTION WITH OR AS A RESULT OF ANY REGISTRATION, SUBMISSION, PRIZE, OR ACCEPTANCE, POSSESSION, OR USE OF ANY PRIZE, OR FROM PARTICIPATION IN THE COMPETITION OR ARISING FROM THE REGISTRANT'S OR PARTICIPANT'S ACCESS TO AND USE OF THE SITE (AND ALL RELATED WEBSITES, INCLUDING WWW.CROSSFITGAMES.COM), INCLUDING WITHOUT LIMITATION, PERSONAL INJURY, DEATH, DISABILITY, AND PROPERTY DAMAGE, AND CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION, OR INVASION OF PRIVACY, TO THE EXTENT PERMITTED BY LAW; OR (VI) ANY ERRORS IN ANY MATERIALS ASSOCIATED WITH THE COMPETITION. CROSSFIT RESERVES THE RIGHT TO CANCEL, SUSPEND AND/OR MODIFY THE COMPETITION IF ANY PROBLEM CORRUPTS THE ADMINISTRATION, SECURITY, OR OPERATION OF THE COMPETITION, AS DETERMINED BY CROSSFIT IN ITS SOLE DISCRETION. CROSSFIT RESERVES THE RIGHT IN ITS SOLE DISCRETION TO DISQUALIFY ANY INDIVIDUAL, GROUP, ORGANIZATION OR TEAM IT FINDS TO BE TAMPERING WITH THE ENTRY, REGISTRATION, SUBMISSION OR VOTING PROCESS OR THE OPERATION OF THE COMPETITION OR TO BE ACTING IN VIOLATION OF CROSSFIT'S RULES OR IN AN UNSPORTSMANLIKE OR DISRUPTIVE MANNER. ANY ATTEMPT BY ANY PERSON TO UNDERMINE THE LEGITIMATE OPERATION OF THE COMPETITION MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAW, AND, SHOULD SUCH AN ATTEMPT BE MADE, CROSSFIT RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW. CROSSFIT'S FAILURE TO ENFORCE ANY TERM OF CROSSFIT'S RULES SHALL NOT CONSTITUTE A WAIVER OF THAT PROVISION.

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CROSSFIT DOES NOT ENDORSE, WARRANT OR GUARANTY ANY PRODUCT OR SERVICE OFFERED BY A THIRD PARTY THROUGH THIS SITE AND CROSSFIT WILL NOT BE A PARTY TO OR IN ANY WAY MONITOR ANY TRANSACTION BETWEEN YOU AND THIRD PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE

PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

## **XV. Accuracy & Completeness**

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Due to constant advances in technology, strength and conditioning programs, and medicine, the possibility of typographical error, unexpected scheduling changes of meetings, events, certificate courses, seminars, contests, demonstrations, competitions and educational opportunities posted on this Site, and the wide variety of authors contributing to this Site, readers are encouraged to confirm the information contained herein with other sources. Corrections and additions will be made only as allowed by the availability of time and resources. The accuracy and timeliness of the information on this Site cannot be guaranteed.

YOU ACKNOWLEDGE AND AGREE THAT CROSSFIT DOES NOT, AS A PRACTICE, MONITOR THE ACCURACY OR RELIABILITY OF CONTENT ON THIS SITE, NOR WILL WE HAVE ANY OBLIGATION OR LIABILITY TO DO SO. ALTHOUGH CARE HAS BEEN TAKEN IN PREPARING THE CONTENT, ALL INFORMATION, SERVICES AND CONTENT THAT IS PROVIDED HERE OR COULD BE REACHED BY USING THIS SITE AS A STARTING POINT IS PROVIDED TO YOU "AS-IS", "WITH ALL FAULTS" AND "AS AVAILABLE". YOU AGREE THAT ACCESS TO AND USE OF THIS SITE AND THE INFORMATION, SERVICES AND CONTENT AVAILABLE THEREON IS AT YOUR OWN RISK. NEITHER CROSSFIT NOR ANY AUTHOR OR SUPPLIER CONTRIBUTING TO THIS SITE IS RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN ANY INFORMATION PROVIDED OR THE RESULTS OBTAINED FROM THE USE OF SUCH INFORMATION, SERVICES OR CONTENT.

## **XVI. Limited Liability**

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NEITHER CROSSFIT, NOR ANY PARTY INVOLVED IN CREATING, PRODUCING, DELIVERING OR MAINTAINING THIS SITE AND ANY CONTENT THEREON SHALL BE LIABLE FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION, DIRECT, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES, ARISING OUT OF OR RELATING TO ACCESS TO (I) THE USE OF, OR INABILITY TO USE THIS SITE OR ANY INFORMATION, SERVICES OR CONTENT AVAILABLE THEREON OR WHICH CAN BE REACHED BY USING THIS SITE AS A STARTING POINT, (II) THE BREACH OF ANY REPRESENTATION OR WARRANTY, (III) THE USE OR DOWNLOADING OF ANY SOFTWARE OR APPLICATION OWNED OR OPERATED BY CROSSFIT OR ANY THIRD PARTY, IN CONNECTION WITH THIS SITE, OR (IV) ANY ERRORS OR OMISSIONS IN THE INFORMATION, SERVICES OR CONTENT, WHETHER BASED ON WARRANTY, CONTRACT, NEGLIGENCE, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT CROSSFIT, ANY PARTICIPATING ORGANIZATION OR ANY PARTY INVOLVED IN CREATING, PRODUCING, DELIVERING OR MAINTAINING THIS SITE OR ANY INFORMATION, SERVICES OR CONTENT THEREON IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION INCLUDES, BUT IS NOT LIMITED TO, PERSONAL INJURY, INCLUDING DEATH AND DISABILITY AS WELL AS DAMAGES TO PERSONAL PROPERTY.

IN THE EVENT ANY CLAIM RELATING TO THE PERFORMANCE OR NONPERFORMANCE BY CROSSFIT PURSUANT TO THESE TERMS OF USE, OR IN ANY OTHER WAY CONCERNING THIS SITE, IS MADE BY YOU, THE ACTUAL DAMAGES TO WHICH YOU MAY BE ENTITLED SHALL BE LIMITED TO THE FEES, IF ANY, PAID BY YOU FOR USE OF THIS SITE.

## **XVII. Indemnification**

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YOU AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS CROSSFIT AND ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, DELIVERING OR MAINTAINING THIS SITE AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, STAFF, AGENTS, LICENSORS, LICENSEES, SUPPLIERS AND THIRD PARTY PARTNERS FROM AND AGAINST ALL LOSSES, EXPENSES, DAMAGES AND COSTS, INCLUDING WITHOUT LIMITATION, REASONABLE ATTORNEY AND ACCOUNTING FEES, RESULTING FROM (I) YOUR VIOLATION OF THESE TERMS OF USE, (II) YOUR VIOLATION OF ANY THIRD PARTY RIGHTS, INCLUDING WITHOUT LIMITATION, ANY COPYRIGHT, TRADEMARK, PROPERTY, PUBLICITY OR PRIVACY RIGHT, (III) ANY CLAIM THAT YOUR USER CONTENT CAUSED DAMAGE TO A THIRD PARTY, (IV) THE BREACH BY YOU OF ANY REPRESENTATIONS, WARRANTIES AND/OR COVENANTS CONTAINED HEREIN OR (V) YOUR USE OF THIS SITE.

## **XVIII. Taxes**

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You may be required to report as taxable income the value of any prizes received by you. To collect a prize, you may be required to provide a valid Social Security number or other tax identification number and any other information reasonably required by CrossFit. You acknowledge and agree that any such taxes shall be your sole responsibility. CrossFit and/or any sponsor who provides a particular prize may report the value of the prize to local, state, provincial, national or foreign taxing authorities.

## **XIX. Governing Law**

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## **XX. Dispute Resolution**

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You agree that any suit, action, claim or dispute ("Claim") arising out of or relating to these Terms of Use or any services thereon (including without limitation, statutory, equitable or tort claims) shall be submitted to the American Arbitration Association ("AAA") for final and binding arbitration in San Diego, California, in English, before a single neutral arbitrator ("Arbitrator"). The Arbitrator shall be a retired state or federal court judge and shall be

mutually agreed upon by the parties. If the parties are unable to agree on an Arbitrator, the Arbitrator shall be appointed by AAA with consideration given to the Arbitrator's experience presiding over or litigating software industry matters. Notwithstanding the foregoing, CrossFit may bring an action in any court of applicable jurisdiction to protect its intellectual property or other rights or to seek to obtain injunctive relief or other equitable remedies from a court to enforce the provisions of these Terms of Use or to enforce the decision of the Arbitrator.

You will not raise in connection therewith, and hereby waive, any defenses based upon 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 brought in the State of California. If necessary, you further agree and expressly consent to the exercise of personal jurisdiction by the courts of the State of California in connection with any such dispute including any Claim involving CrossFit or its affiliates, subsidiaries, employees, contractors, officers, directors, telecommunication providers, content providers and any other party involved in creating, producing, delivering or maintaining this Site.

YOU AND CROSSFIT AGREE THAT ANY ARBITRATION SHALL BE LIMITED TO THE CLAIM BETWEEN CROSSFIT AND YOU INDIVIDUALLY. TO THE FULL EXTENT PERMITTED BY LAW: (1) NO ARBITRATION SHALL BE JOINED WITH ANY OTHER; (2) THERE IS NO RIGHT OR AUTHORITY FOR ANY CLAIM TO BE ARBITRATED ON A CLASS-ACTION BASIS OR TO UTILIZE CLASS ACTION PROCEDURES; AND (3) THERE IS NO RIGHT OR AUTHORITY FOR ANY DISPUTE TO BE BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY ON BEHALF OF THE GENERAL PUBLIC OR ANY OTHER PERSONS. **YOU UNDERSTAND THAT ABSENT THIS PROVISION, YOU WOULD HAVE THE RIGHT TO SUE IN COURT AND HAVE A JURY TRIAL.**

## **XXI. Severability/Waiver**

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If any provision of these Terms of Use is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms of Use, which shall remain in full force and effect. The section headings used herein are for convenience only and shall not affect the interpretation of these Terms of Use.

Our failure to exercise any right or remedy available upon your breach of these Terms of Use or the failure by us to demand the prompt performance of any obligation hereunder, shall not be deemed a waiver of (a) our rights or remedies, (b) the requirement of punctual performance or (c) any right or remedy in connection with a subsequent breach or default on your party. No waiver of any of these Terms of Use shall be deemed a further or continuing waiver of such terms and condition or any other term or condition.

## **XXII. SMS Communications**

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CrossFit, LLC operates an SMS messaging program called CrossFit Affiliate Renewals and Support. The following terms apply to your participation in this program.

**Program Description.** This program sends automated transactional messages to CrossFit affiliates. Participation in the SMS program is voluntary and not a condition of affiliation. Examples of messages you may receive include:

- Payment processed confirmations

- Payment failure notifications
- Annual renewal reminders
- Affiliate account status updates
- Other affiliate program communications

**Message Frequency.** Message frequency may vary depending on your account activity and participation in affiliate programs.

**Rates.** Message and data rates may apply.

**Opt-Out.** Reply STOP at any time to unsubscribe. You will receive a final confirmation message and no further messages will be sent.

**Customer Support.** Reply HELP for assistance or contact us at [customerservice@crossfit.com](mailto:customerservice@crossfit.com).

**Carrier Disclaimer.** Carriers are not liable for delayed or undelivered messages.

**Privacy.** Your information is handled in accordance with our Privacy Policy, available at [crossfit.privacy.com](http://crossfit.privacy.com).

## XXIII. Modifications

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CrossFit may, in its sole discretion and without prior notice, (a) revise these Terms of Use; (b) modify this Site, including the Privacy Policy; or (c) discontinue this Site (in whole or in part) at any time. CrossFit shall post any revision to these Terms of Use to this Site, and the revision shall be effective immediately on such posting. You agree to review these Terms of Use and other online policies posted on this Site periodically to be aware of any revisions. You agree that, by continuing to use or access this Site following notice of any revision or the posting of any revision, you shall abide by any such revision. When we change the Terms of Use or Privacy Policy in a material manner, we will update the 'last modified' date at the bottom of this page.

## XXIV. Assignment

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We may assign these Terms of Use with or without notice to one or more third parties.

## XXV. Complete Agreement

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Except as expressly provided in any particular "legal notice", competition (such as The CrossFit Games) or end user software license agreement found on this Site, these Terms of Use and our Privacy Policy constitute the entire agreement between you and CrossFit with respect to the use of this Site and the content therein.

## XXVI. Our Address

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CrossFit, LLC located at 3623 Crossings Dr., Suite 223, Prescott, AZ 86305.

## **XXVII. For Additional Information**

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If you have any questions about these Terms of Service, please contact [gcagent@crossfit.com](mailto:gcagent@crossfit.com).

## **XXVIII. Last Modified Date of these Terms of Use**

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August 7, 2026.