

CROSSFIT® LEVEL 1 TRAINER CERTIFICATE LICENSE AGREEMENT

This CrossFit® Level 1 Trainer Certificate License Agreement (the “Agreement”) is entered into as of _____, 20____ (“Effective Date”) by and between CrossFit, LLC, a Delaware limited liability company with its principal office at 3623 Crossings Dr., Suite 223, Prescott, AZ 86305 (“CrossFit”), and _____, the CrossFit® Level 1 Certificate Holder (“Trainer”).

INTRODUCTION

CrossFit is the exclusive owner of the CrossFit® brand, encompassing fitness services and related goods. To promote its philosophy and training methods, CrossFit encourages qualified individuals to join its community of licensed trainers. This Agreement governs the Trainer’s limited rights to use the CrossFit® trademark in connection with CrossFit’s distinctive strength and conditioning program.

TERMS AND CONDITIONS

1. Grant of License and Restrictions

- a) **License Grant:** Subject to this Agreement, CrossFit grants the Trainer a limited, revocable, non-exclusive, non-transferable, non-assignable, and non-delegable license to use the CrossFit® trademark solely to identify themselves as a “CrossFit® Level 1 Trainer” or “CrossFit® Level 1 Certificate Holder.” The Trainer may use the trademark only to: (i) include the designation on business cards; and (ii) list the qualification on a biography, resume, curriculum vitae, or professional profile.
- b) **Restrictions:** The Trainer may not use the term “Certified CrossFit Trainer” unless they have passed the Certified CrossFit Trainer Exam and met all certification maintenance requirements.
- c) **Prohibited Uses:** The Trainer shall not use the CrossFit® trademark, or any other CrossFit intellectual property (e.g., taglines like “Forging Elite Fitness®,” characters like Pukey the Clown, logos, or copyrighted content, collectively “CrossFit IP”), except as expressly permitted herein. All rights not granted are reserved exclusively by CrossFit.

2. Nature of Relationship

The parties are independent contractors. This Agreement does not create an agency, partnership, joint venture, employment, or franchise relationship. Neither party may bind the other or assume obligations on the other’s behalf.

3. Term, Termination, and Renewal

- a) **Term:** This Agreement begins on the Effective Date and lasts five (5) years unless terminated earlier as provided herein. It renews automatically if: (i) the Trainer attends a new CrossFit Level 1 Certificate Course and passes the exam; or (ii) the Trainer achieves and maintains Certified CrossFit Trainer status.
- b) **Termination:** CrossFit may terminate this Agreement immediately upon written notice if the Trainer: (i) breaches any obligation or covenant herein; (ii) publicly disparages CrossFit, its officers, or agents (including via social media); or (iii) engages in other that harms CrossFit’s reputation or business.
- c) **Post-Termination Obligations:** Upon expiration or termination of this Agreement, the Trainer must immediately cease all use of CrossFit IP, remove it from all materials, and ensure third parties (e.g., on social media or websites) delete any use of CrossFit IP in connection with Trainer.

4. Damages and Attorneys' Fees

- a) **Breach Consequences:** Unauthorized use of CrossFit IP or breach of this Agreement may result in claims for trademark infringement, copyright infringement, unfair competition, or false advertising. CrossFit reserves all rights to pursue remedies for such breaches.
- b) **Attorneys' Fees:** If CrossFit prevails in a legal action arising from the Trainer's breach, it may recover attorneys' fees and costs.
- c) **Liability Cap:** CrossFit's total liability to the Trainer is limited to the fees paid by the Trainer for the Level 1 Certificate Course. CrossFit is not liable for indirect, special, or consequential damages (e.g., lost profits or investments), even if it terminates or breaches this Agreement.

5. Indemnification

The Trainer shall indemnify, and at CrossFit's request defend, CrossFit, its affiliates, and their respective officers, directors, agents, and employees (collectively, "CrossFit Parties") from any third-party claims, losses, damages, or expenses (including attorneys' fees) arising from: (a) the Trainer's breach of this Agreement; (b) the Trainer's infringement of CrossFit or third-party intellectual property; (c) property damage, injury, or death due to the Trainer's negligence or willful misconduct; or (d) any other claims related to the Trainer's relationship with CrossFit.

6. Governing Law and Forum

This Agreement is governed by California law, excluding its conflict of law rules. Any dispute arising hereunder shall be resolved exclusively in the United States District Court, Southern District of California, in San Diego County. The parties waive objections to venue, jurisdiction, or service of process in such proceedings.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

CROSSFIT, LLC**TRAINER**

By:



By:

Name: Don Faul

Name:

Title: CEO, CrossFit, LLC

Title: CrossFit® Level 1 Trainer