

HUNTINGTON BEACH STRENGTH AND CONDITIONING, LLC

Full Name	Email Address	Gender	
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Street Address	City	Province/Region	Zipcode
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Country	Date of Birth		
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WAIVER AND RELEASE OF LIABILITY

Huntington Beach Strength and Conditioning, LLC d/b/a CrossFit ShoreBreak
19400 Beach Boulevard, Suite 1, Huntington Beach, California 92648

***Express assumption of risk:**

***I understand that no matter how diligent myself and others are about maintaining proper cleanliness and distance protocols there will always be a chance I can contract covid-19.**

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. 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 Huntington Beach Strength and Conditioning, LLC. I, the undersigned acknowledge that I have no physical impairments or illnesses that will endanger myself or others.**

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***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 available at Huntington Beach Strength and Conditioning, LLC, I, the undersigned hereby release Huntington Beach Strength and Conditioning, LLC, 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 anyway 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.**

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***If I am signing on behalf of a minor child, I also give full permission for any person connected with Huntington Beach Strength and Conditioning, LLC 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 Huntington Beach Strength and Conditioning, LLC. 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 Huntington Beach Strength and Conditioning, LLC, 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 Huntington Beach Strength and Conditioning, LLC.

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**ADDENDUM TO WAIVER/RELEASE
FOR COMMUNICABLE DISEASES INCLUDING COVID-19**

Huntington Beach Strength and Conditioning, LLC d/b/a CrossFit Shorebreak ("CrossFit Shorebreak") has put into place preventative measures to reduce the spread and possible exposure to and illness from infectious diseases including but not limited to MRSA, influenza, and COVID-19 (collectively, "communicable diseases"); however, CrossFit Shorebreak cannot guarantee that you or your child(ren) will not become infected with communicable diseases. Further, participating in physical training at CrossFit Shorebreak could increase your risk and your child(ren)'s risk of contracting communicable diseases.

In consideration of being allowed to participate (before, during and after) in physical training and related events and activities at CrossFit Shorebreak, the undersigned acknowledges, appreciates, and agrees that:

1. Participation includes possible exposure to and illness from communicable diseases, including but not limited to MRSA, influenza, and COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist; and,

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2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE ACTIONS, OMISSIONS, OR NEGLIGENCE OF THE RELEASEES or others before, during, or after participation, and assume full responsibility for my participation; and,

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3. I willingly agree to comply with the stated and customary terms and conditions for participation as regards protection against communicable diseases. If, however, I observe and any unusual or significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest staff member immediately; and,

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4. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS Huntington Beach Strength and Conditioning, LLC d/b/a CrossFit Shorebreak, their officers, officials, agents, and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of premises used to provide physical training ("RELEASEES"), WITH RESPECT TO ANY AND ALL ILLNESS, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE ACTIONS, OMISSIONS, OR NEGLIGENCE OF RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

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***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.**

***IF YOU ARE UNDER THE AGE OF 18 YEARS OLD PLEASE HAVE YOUR PARENT/GUARDIAN SIGN THE WAIVER ON YOUR BEHALF. ***

I agree to these terms.

Sign your name below:

Please read the [Electronic Records and Signature Disclosure](#)

I agree to use electronic records and signatures