

Hexbox Fitness

Waiver of Liability

You hereby acknowledge that use of and access to the premises, facilities, services and equipment of Hexbox Fitness, LLC. (Here in after known as "HXBX") Involves a risk of injury to you, your guests and family, whether caused by the actions or negligence of you, someone else, HXBX or its employees. Specific risks vary from one activity to another and the risks range includes, but is not limited to, minor injuries to major injuries, such as catastrophic injuries including death. In consideration of your acceptance of the benefits of this contract and being permitted to enter any club or facility of HXBX for any purpose, you understand and volunteers, and independent contractors will not be liable, and you forever give up and waive any claims or demands, for an injury, including, without limitation personal, bodily, or mental injury, death, economic loss or any damage to you, your spouse, guests, unborn child, or relatives resulting from the negligence of HXBX, anyone on HXBX's behalf or anyone else, whether related to fitness and exercise activities or not. You agree to indemnify, defend and hold HXBX harmless from any loss, liability, damage or defense costs, including attorney's fees it may incur, in connection with claims for personal injury, bodily injury, wrongful death or property damage (i) caused by your negligence or other wrongful acts or omissions, or (ii) brought by you, your guests, or minor children, even if HXBX was negligent. You further agree that HXBX will not be responsible or liable for any loss, theft, or damage to any of your property in or about the premises of HXBX including, but not limited to, any personal property left in a locker or automobile. You further agree that the foregoing Release of Liability and Assumption of Risk is intended to be as broad and inclusive as is permitted by the laws of California and that if any portion hereof is held invalid the balance shall continue in full force and effect. You understand that HXBX is a 24 hour facility that allows access at any time. As such, you understand there will be no supervision or assistance except during staffed hours. Staffed hours may change at the sole discretion of HXBX. You are aware that if injured, become unconscious, suffer a stroke or heart attack or any other medical emergency or event that there may not be anyone within the facility to respond to your emergency and that HXBX is equipped with surveillance cameras that record, but are not monitored continuously; help will not be available during non-staffed hours. However, a first aid station, AED and emergency alarm are in the facility that, when activated, will alert emergency services and unlock the front door to allow entry. In addition, alert pendants will be available that, when activated, will connect to 911.

Parent Signature: _____ Date: _____

Print Parent Name: _____

Parent Email: _____

Parent Phone Number: _____

Student Signature: _____ Date: _____

Print Student Name: _____