MENDOZA STRENGTH AND PERFORMANCE

Release of Liability, Waiver of Claims, Assumption of Risk and Indemnity Agreement

Murrieta, California · (858) 663-7472 · Version 1.0 · October 2026

PLEASE READ THIS DOCUMENT CAREFULLY BEFORE SIGNING. BY SIGNING IT, YOU GIVE UP IMPORTANT LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE RELEASED PARTIES FOR INJURY, ILLNESS, DEATH OR PROPERTY LOSS CAUSED BY THEIR ORDINARY NEGLIGENCE.

This Agreement is made between Mendoza Strength and Performance, owned and operated by Jacob Mendoza, together with its owners, coaches, trainers, independent contractors, employees, volunteers, agents, successors and assigns (together, the "Released Parties"), and the participant named below (the "Participant"). If the Participant is under 18, the parent or legal guardian signing below also enters this Agreement for themselves and on the minor's behalf. "I" and "my" refer to the Participant and, where applicable, the parent or guardian.

1. Activities Covered

This Agreement covers every service, session, class and event I take part in with the Released Parties, now or in the future, including: one-on-one, partner and small-group personal training; fitness assessments and combine testing; youth and teen training; Homeschool PE Club; the Mendoza Performance League; team and league training; corporate and workplace sessions; family bootcamps; nutrition coaching and nutrition plans; and virtual or online sessions (together, the "Activities"). It applies at every location, including public parks, fields, trails and other outdoor areas, private homes, gyms and facilities owned by others, workplaces, and any location I train from during a virtual session.

2. Voluntary Participation

My participation in the Activities is completely voluntary. No one has required me to take part.

3. Inherent Risks

I understand that physical exercise, strength training, conditioning, sport-specific training, agility and speed work, and nutrition changes involve risks that cannot be fully removed, even when everyone uses reasonable care. These risks include, but are not limited to: muscle strains and pulls; sprains; torn ligaments, tendons or cartilage; dislocations; fractures; back, neck and joint injuries; concussion and head injury; dizziness, fainting and loss of consciousness; heart attack, cardiac arrest, abnormal heart rhythm and stroke; high or low blood pressure or blood sugar episodes; heat exhaustion, heat stroke and dehydration; aggravation of existing injuries or conditions; falls, slips and trips; collisions with other participants, equipment or objects; equipment that breaks, malfunctions or is used incorrectly; uneven, wet or hazardous ground; weather, sun exposure, insects and animals; members of the public and traffic in public areas; hazards inside private homes; and, for nutrition changes, digestive upset, allergic reactions and interactions with medications or medical conditions. These risks can result in serious injury, illness, permanent disability, paralysis or death.

4. Assumption of Risk

I KNOWINGLY AND VOLUNTARILY ASSUME ALL RISKS OF THE ACTIVITIES, BOTH KNOWN AND UNKNOWN, INCLUDING RISKS ARISING FROM THE ORDINARY NEGLIGENCE OF THE RELEASED PARTIES, AND I ACCEPT FULL RESPONSIBILITY FOR MY PARTICIPATION.

Initial to confirm you have read and agree to Section 4: _____

5. Health, Medical Clearance and Duty to Disclose

I confirm that I am physically able to take part in the Activities. I understand that I have been advised to consult my physician before beginning any exercise or nutrition program, and that it is my responsibility to obtain medical clearance if I have any medical condition, injury, surgery, pregnancy or symptom that could affect my safety. I agree to complete the PAR-Q+ (Physical Activity Readiness Questionnaire) and any intake forms truthfully and completely, and to tell my coach right away about any change in my health, injuries, medications or pregnancy status. I understand the Released Parties rely on the information I provide. I agree to stop any exercise immediately and tell my coach if I feel pain, chest discomfort, shortness of breath, dizziness, nausea or any unusual symptom.

Initial to confirm you have read and agree to Section 5: _____

6. Medications

I understand that the Released Parties are not physicians, nurses, pharmacists, physical therapists or registered dietitians. They do not prescribe, change or give medical advice about medications. When I share information about my medications, it is used only to adjust training intensity and general nutrition guidance. It is my responsibility to ask my prescribing provider how my medications may affect exercise, heart rate, blood pressure, blood sugar, hydration and diet, and to follow my provider's instructions over any guidance from the Released Parties.

7. Nutrition Guidance Is Not Medical Advice

Nutrition coaching and nutrition plans provided by the Released Parties are general guidance for healthy eating and fitness goals. They are not medical nutrition therapy and are not intended to diagnose, treat, cure or prevent any disease. I will consult my physician before making dietary changes if I have a medical condition, food allergy or intolerance, eating concern, or am pregnant or nursing. I am responsible for checking ingredients for allergens and for the foods and supplements I choose to consume.

8. Release and Waiver of Liability

TO THE FULLEST EXTENT PERMITTED BY LAW, I RELEASE, WAIVE, DISCHARGE AND AGREE NOT TO SUE THE RELEASED PARTIES FOR ANY AND ALL CLAIMS, DEMANDS, LOSSES, DAMAGES, COSTS AND CAUSES OF ACTION OF ANY KIND, INCLUDING CLAIMS FOR PERSONAL INJURY, ILLNESS, DISABILITY, DEATH, AND LOSS OF OR DAMAGE TO PROPERTY, ARISING OUT OF OR RELATED TO MY PARTICIPATION IN THE ACTIVITIES, WHETHER CAUSED BY THE ORDINARY NEGLIGENCE OF THE RELEASED PARTIES OR OTHERWISE. THIS RELEASE BINDS ME, MY SPOUSE, CHILDREN, HEIRS, EXECUTORS, ADMINISTRATORS, PERSONAL REPRESENTATIVES AND ANYONE ELSE WHO MAY CLAIM ON MY BEHALF.

Initial to confirm you have read and agree to Section 8: _____

9. Indemnification

I agree to indemnify, defend and hold harmless the Released Parties from any claims, lawsuits, losses, damages, judgments, costs and reasonable attorney fees brought by me or by anyone on my behalf, or caused by my conduct, arising out of my participation in the Activities.

10. Emergency Medical Treatment

I authorize the Released Parties to provide first aid and CPR and to call emergency medical services for me if they believe it is needed. I consent to emergency medical treatment and transport, and I agree that I am responsible for all resulting costs.

11. Rules, Instructions and Supervision

I agree to follow all instructions, safety rules and directions given by my coach, to use equipment only as instructed, to wear appropriate clothing and footwear, to bring water, and to report any injury immediately. The Released Parties may stop or refuse my participation at any time for safety reasons.

12. Virtual and In-Home Sessions

For virtual sessions and sessions in my home, I am responsible for providing a safe space that is clear of hazards, for the condition of any equipment I use, and for supervising children, pets and others in the area. I understand my coach cannot physically spot or assist me during virtual sessions.

13. Personal Property

The Released Parties are not responsible for lost, stolen or damaged personal property.

14. Minors: Parent or Guardian Consent, Release and Indemnity

If the Participant is under 18, I am the Participant's parent or legal guardian with legal authority to sign this Agreement. I consent to the minor's participation and agree that every term of this Agreement applies to the minor and to me. ON BEHALF OF THE MINOR AND MYSELF, I RELEASE THE RELEASED PARTIES FROM ALL CLAIMS DESCRIBED IN SECTION 8, INCLUDING CLAIMS FOR THE ORDINARY NEGLIGENCE OF THE RELEASED PARTIES, AND I AGREE TO INDEMNIFY AND HOLD HARMLESS THE RELEASED PARTIES FROM ANY CLAIM BROUGHT BY OR ON BEHALF OF THE MINOR. I am responsible for dropping off and picking up the minor on time, and the Released Parties are not responsible for the minor before a session begins or after it ends.

Initial to confirm you have read and agree to Section 14: _____

15. What This Agreement Does Not Release

Nothing in this Agreement releases the Released Parties from liability for gross negligence, fraud, willful injury, or intentional or reckless misconduct, or from any other liability that cannot be released under California law, including California Civil Code section 1668.

16. Term

This Agreement applies to all Activities on or after the date I sign it and stays in effect for all future Activities unless I revoke it in writing. Revoking it does not affect claims arising from Activities that took place before the revocation.

17. Severability, Governing Law and Venue

This Agreement is intended to be as broad and inclusive as California law allows. If any part of it is found invalid or unenforceable, the rest stays in full force and effect, and the invalid part will be enforced to the maximum extent allowed. This Agreement is governed by the laws of the State of California. Any dispute will be brought only in the state or federal courts located in Riverside County, California.

18. Electronic Signature

I agree that I may sign this Agreement electronically, that typing my full legal name and submitting this Agreement online is my legal signature, and that an electronic or printed copy has the same effect as an original.

19. Entire Agreement and Acknowledgment

This is the entire agreement between me and the Released Parties about its subject and replaces any prior statements, oral or written. I am 18 or older (or am the parent or guardian signing for a minor). I HAVE READ THIS ENTIRE AGREEMENT, I UNDERSTAND IT, I HAVE HAD THE OPPORTUNITY TO ASK QUESTIONS AND TO CONSULT A LAWYER, AND I AM SIGNING IT VOLUNTARILY, INTENDING TO BE LEGALLY BOUND.

Photo and Video Release

Photo and Video Release (optional). I give permission for the Released Parties to use photos and videos taken during the Activities that show me or my child in marketing, on the website and on social media, without payment. I can withdraw this permission in writing at any time for future uses.

[ ] Yes, I give permission [ ] No, I do not give permission

Participant

Participant full legal name	Date of birth	Date
Participant signature	Phone	Email
Emergency contact name	Relationship	Emergency contact phone

Parent or legal guardian (required if Participant is under 18)

By signing, I confirm I am the parent or legal guardian of the minor named above, and I agree to this entire Agreement for myself and on the minor's behalf, including Sections 8, 9 and 14.

Parent/guardian full legal name	Relationship to minor	Date
Parent/guardian signature	Phone	Email

Office use: Received by _____ Date _____ PAR-Q+ on file [ ] Copy given to participant [ ]