PLEASE READ CAREFULLY - THIS DOCUMENT AFFECTS LEGAL RIGHTS

Functional Speed Academy LLC is the company and legal service provider. Golden Strength Academy (GSA) is its specialized adaptive program. Services may be delivered at iCON Fitness Studio, 38397 Innovation Ct. STE 104, Murrieta, CA 92563, and at other approved program or community locations.

PARTICIPANT INFORMATION

Participant full name	Date of birth	Parent / legal guardian / conservator

1. VOLUNTARY PARTICIPATION AND ACTIVITIES COVERED

I understand that participation is voluntary. This waiver applies to services and activities delivered, organized, hosted, or supervised by Functional Speed Academy LLC, including Golden Strength Academy group training, private adaptive coaching, functional movement, strength and resistance exercise, speed and agility activities, balance and coordination work, mobility, games, recreation, social recreation, community participation activities, special events, field trips, facility use, and related on-site or off-site activities, unless a separate written waiver is required for a specific event.

2. ACKNOWLEDGMENT AND ASSUMPTION OF RISK

I understand that physical activity, recreation, and community participation involve inherent, known, and unknown risks. These may include slips, trips, falls, collisions, overexertion, muscle strains, sprains, fractures, head injury, equipment-related injury, dehydration, heat illness, allergic reaction, illness exposure, transportation or parking-area hazards, and other injuries that may occur even when reasonable care is used.

I understand that some participants may have communication, sensory, behavioral, cognitive, developmental, mobility, regulation, impulse-control, elopement/wandering, seizure, allergy, or other support needs that can create additional risks. I accept the risks reasonably associated with the participant's known and disclosed needs and participation.

I understand that no fitness, adaptive coaching, recreation, or community participation program can be made completely risk free. I voluntarily assume the inherent and reasonably foreseeable risks of participation to the fullest extent permitted by law.

☐ I have read and understand the assumption-of-risk section above.

3. HEALTH, SAFETY, DISCLOSURE, AND SUPPORT RESPONSIBILITIES

I represent that I have disclosed, or will disclose before participation, information that could reasonably affect safe participation, including relevant medical conditions, allergies, seizure history, cardiac or respiratory conditions, mobility limitations, communication needs, behavioral or regulation concerns, elopement/wandering risk, self-injury, aggression, medication-related concerns, and emergency information.

I agree to update Functional Speed Academy LLC when material safety or support information changes. I understand that coaches rely on accurate family-provided information to make reasonable adaptations and safety decisions.

I understand that Functional Speed Academy LLC and GSA provide nonmedical coaching and developmental support through movement. They do not diagnose conditions or replace medical care, physical therapy, occupational therapy, behavioral health treatment, speech therapy, or other licensed clinical services.

I understand that GSA Group generally provides low-ratio group support, commonly up to 1 coach for every 4 athletes, but is not a continuous 1:1 service. If the participant requires continuous 1:1 support for safety or successful participation, Functional Speed Academy LLC may recommend private adaptive coaching, additional approved support, a service change, or another environment.

4. ICON FITNESS STUDIO - FACILITY, PREMISES, EQUIPMENT, AND PROPERTY

I understand that participation may occur at iCON Fitness Studio, 38397 Innovation Ct. STE 104, Murrieta, CA 92563, including the training floor, equipment areas, entrances, exits, walkways, restrooms, common areas, parking areas, and surrounding premises, as well as other approved locations. I agree to follow posted facility rules and reasonable safety instructions. I understand that Functional Speed Academy LLC and iCON Fitness Studio are not responsible for loss, theft, or damage to personal property except where liability cannot legally be waived.

5. EMERGENCY CARE AUTHORIZATION

If the participant becomes ill or injured and I cannot be reached promptly, I authorize Functional Speed Academy LLC personnel to take reasonable steps to obtain emergency assistance, including first aid within their training, contacting emergency services, and calling 911. I understand that Functional Speed Academy LLC and the Released Parties do not guarantee the availability or outcome of emergency care. I am responsible for charges from emergency responders, hospitals, physicians, or other medical providers.

Emergency contact name	Emergency phone	Relationship

☐ I authorize emergency assistance as described above.

6. RELEASE OF LIABILITY, WAIVER, AND COVENANT NOT TO SUE

To the fullest extent permitted by California law, I, on behalf of myself and, if applicable, the participant, my/our heirs, representatives, estate, and assigns, release, waive, discharge, and covenant not to sue Functional Speed Academy LLC; Golden Strength Academy; their owners, officers, employees, independent contractors, coaches, volunteers, agents, representatives, insurers, and affiliates; and iCON Fitness Studio, including its owners, operators, employees, agents, representatives, landlords, and property interests (collectively, the 'Released Parties'), for claims, demands, causes of action, damages, losses, or liabilities arising out of or related to participation, use of facilities or equipment, presence on the premises, or related activities, including claims based on the ordinary negligence of a Released Party. This release does not apply to claims that cannot lawfully be released, including gross negligence, recklessness, or intentional misconduct where California law prohibits waiver.

☐ I understand that this section releases certain negligence claims and limits legal rights.

7. RESPONSIBILITY FOR CONDUCT AND INDEMNITY

I agree that the participant will follow reasonable safety directions and facility rules. To the fullest extent permitted by law, I agree to defend, indemnify, and hold harmless the Released Parties from third-party claims, losses, or expenses caused by the participant's intentional misconduct, damage to property, or failure to follow clearly communicated safety rules, except to the extent a claim is caused by a Released Party's gross negligence, recklessness, intentional misconduct, or other non-waivable conduct.

8. SERVICE MODIFICATION OR PAUSE FOR SAFETY

I understand that Functional Speed Academy LLC may modify, pause, or decline participation when immediate safety concerns, undisclosed support needs, staffing limitations, funding or authorization requirements, disruptive conduct, or the need for a different level of support make continuation inappropriate. A recommendation for a different service structure is intended to protect the participant, peers, coaches, facility, and program environment and is not a guarantee that a particular alternative is available or funded.

9. CALIFORNIA LAW, SEVERABILITY, AND AUTHORITY TO SIGN

This agreement is intended to be interpreted under California law. If any provision is found unenforceable, the remaining provisions will continue to the fullest extent permitted by law. Where legally enforceable, venue for disputes shall lie in Riverside County, California. If I sign for a minor, dependent adult, conserved adult, or another participant, I represent that I have legal authority to do so.

FINAL ACKNOWLEDGMENT

I have read this entire waiver and release. I understand the risks, the release of certain claims, and the responsibilities described above. I have had the opportunity to ask questions. I sign voluntarily and intend my typed name below to serve as my electronic signature.

☐ I have read, understand, and agree to this Participant Waiver and Release.

Electronic signature - full legal name

Date

Relationship to participant

Signer email

Signer phone