

MOUTHGUARD RELEASE OF LIABILITY, ASSUMPTION OF RISK & ACKNOWLEDGMENT

California Mouthguards / Cali Mouthguards

1. PURPOSE OF THE MOUTHGUARD

I understand that the custom mouthguard provided by California Mouthguards / Cali Mouthguards ("Company") is designed to help protect the teeth, gums, jaw, and other oral structures from certain impacts that may occur during sports, athletic activities, recreation, training, competition, or other physical activities.

I understand that a mouthguard is a protective device and cannot guarantee the prevention of injury.

I understand that wearing a mouthguard does not make participation in any activity completely safe and does not eliminate the risk of injury.

2. ACKNOWLEDGMENT OF RISKS

I understand that participation in sports, athletics, physical activities, recreational activities, training, competition, or other activities involving physical contact or the possibility of impact carries inherent risks.

These risks may include, but are not limited to:

- Broken, chipped, loosened, displaced, or lost teeth
- Damage to dental restorations, crowns, bridges, braces, or orthodontic appliances
- Cuts, bruising, or other injuries to the lips, cheeks, tongue, gums, and mouth
- Injuries to the jaw, facial bones, and other bones or structures
- Jaw or temporomandibular joint injuries
- Facial injuries
- Head injuries
- Concussions and other traumatic brain injuries
- Neck and spinal injuries
- Serious bodily injury
- Permanent disability
- Paralysis
- In rare circumstances, death

I understand that these injuries may occur even when a properly fitted mouthguard is worn and even when reasonable precautions are taken.

3. LIMITATIONS OF A MOUTHGUARD

I understand that California Mouthguards / Cali Mouthguards does not represent or warrant that use of its mouthguard will prevent:

- Dental injury
- Jaw or facial bone injury
- Facial trauma
- Concussion
- Traumatic brain injury
- Neck or spinal injury
- Any other bodily injury

I understand that a mouthguard is only one component of an overall injury-prevention strategy and that appropriate protective equipment, proper technique, supervision, adherence to rules, and appropriate medical care may also be necessary.

4. VOLUNTARY PARTICIPATION

I acknowledge that I am voluntarily choosing to participate in activities that may involve contact, falls, collisions, projectiles, or other forces capable of causing injury.

I understand the risks associated with the activities in which I participate and voluntarily assume those risks to the fullest extent permitted by law.

5. RELEASE AND WAIVER

In consideration for the design, fabrication, fitting, sale, and/or provision of a mouthguard by California Mouthguards / Cali Mouthguards, I voluntarily release and agree to hold harmless California Mouthguards / Cali Mouthguards and its owners, employees, contractors, representatives, and agents from claims arising from injuries or damages associated with participation in sports or other physical activities, except to the extent such release is prohibited by applicable law, including claims based on the Company's own negligence where such claims cannot legally be waived.

I understand that the Company is providing a protective product and is not guaranteeing that the product will prevent injury.

6. PROPER USE AND CARE

I agree to:

- Use the mouthguard only as intended.
- Follow the Company's instructions for fitting, use, cleaning, storage, and care.
- Inspect the mouthguard regularly for damage, wear, or changes in fit.

- Stop using the mouthguard if it becomes damaged, excessively worn, or no longer fits properly.
- Notify the Company if the mouthguard is damaged or requires replacement.
- Seek appropriate dental or medical care when an injury occurs.

I understand that alterations, improper fitting, improper use, failure to maintain the mouthguard, or continued use of a damaged mouthguard may affect its performance.

7. DENTAL AND MEDICAL CONDITIONS

I understand that California Mouthguards / Cali Mouthguards is not providing dental or medical diagnosis, treatment, or advice through the manufacture or fitting of this product.

I understand that I should consult a dentist, orthodontist, physician, or other qualified healthcare professional regarding any dental, orthodontic, medical, or physical condition that could affect the safe use of a mouthguard.

8. MINORS

If the client is under 18 years of age, I represent that I am the client's parent or legal guardian and have authority to sign this agreement on the client's behalf.

I understand the risks described above and voluntarily consent to the minor's participation in activities involving those risks.

9. ACKNOWLEDGMENT

By signing below, I acknowledge that:

- ☐ I have read and understand this Release of Liability and Assumption of Risk.
- ☐ I understand that sports and physical activities can result in serious injury, including injury to the teeth, mouth, jaw, facial bones, head, and other parts of the body.
- ☐ I understand that a mouthguard is intended to provide protection against certain oral injuries but cannot guarantee that injuries will be prevented.
- ☐ I understand that wearing a mouthguard does not eliminate the risk of concussion or other head injury.
- ☐ I have had the opportunity to ask questions before signing this form.
- ☐ I voluntarily accept the risks associated with the activities in which I choose to participate.

You can find our terms and conditions on our website www.californiamouthguards.com By placing an order, the customer acknowledges and agrees that customized products are made specifically according to the customer's selections, specifications, measurements, artwork, colors, names, logos, and/or other requested details and therefore cannot be resold as standard merchandise.

Customers are responsible for carefully reviewing and approving all order details, including spelling, names, numbers, colors, designs, logos, sizes, and other specifications, before submitting an order. **Once an order is approved and/or submitted for production, changes, cancellations, refunds, returns, or exchanges are not permitted**, except as required by applicable law or at California Mouthguards' sole discretion.

California Mouthguards is not responsible for customer errors, including incorrect information, incorrect selections, or failure to provide accurate specifications.

FIT & ADJUSTMENT POLICY

Because every mouthguard is custom-made, minor adjustments may occasionally be necessary to achieve the desired fit.

If your custom mouthguard requires a fit adjustment, we will make reasonable adjustments at our laboratory at no additional charge. Customers may contact California Mouthguards to arrange an adjustment and may be required to return or bring the mouthguard to us for evaluation and adjustment.

Fit adjustments are intended to address the fit of the existing custom mouthguard and **do not constitute a return, refund, cancellation, or exchange of the order.** An adjustment does not automatically entitle the customer to a replacement mouthguard or refund.

CLIENT SIGNATURE:

PARENT/GUARDIAN SIGNATURE (if applicable):

PARENT/GUARDIAN PRINTED NAME:

DATE: