

Release, indemnification, and hold harmless agreement Willow Point Brazilian Jiu-Jitsu.

Guest/member name:

Address:

Primary phone:

Email address:

Emergency contact:

RELEASE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT FOR Willow Point Brazilian Jiu-Jitsu: In consideration of participating in health, fitness, martial arts, or mixed martial arts activities, and for other good and valuable consideration, I hereby agree to release and discharge from liability arising from negligence Willow Point Brazilian Jiu-Jitsu and its owner, director, officers, employees, agents, volunteers, participants, and all other persons or entities acting for them (hereinafter collectively referred to as "Releasees"), on behalf of myself and my children, parents, heirs, assigns, personal representative and estate, and also agree as follows:

1. I understand that martial arts and mixed martial arts are the system of unarmed and armed fighting techniques including but not limited to: boxing, kickboxing, wrestling, judo and Jiu-Jitsu. Gym activities may also include general fitness, weight lifting, stretching, yoga, dance and strength & conditioning.
2. I understand that these martial arts techniques, formal exercises, conditioning exercises, and other physical activities will require me to engage in strenuous physical exercise and activity, either individually, in participation with other students, instructors at the facility, or with physical objects. The activities involve known and unanticipated risks which could result in physical or emotion injuries, paralysis or permanent disability, death, and property damage. Risks include, but are not limited to, musculoskeletal injuries, broken bones, and/or overuse injuries; tissue or organ damage; abrasions, bruises, bleeding; death as a result of drowning or brain damage caused by near drowning; medical conditions resulting from physical activity; injuries cause by equipment that breaks or otherwise fails; and damaged clothing and other property. I understand such risks cannot be eliminated, despite the use of safety equipment, precautions, or preparations without jeopardizing the essential qualities of the activity.
3. I understand that the injuries described in above paragraphs may result not only from intentional action, but also from inadvertent, negligent, or reckless actions, by myself or others, including the malfunction or failure of any of the equipment or facilities (including but not limited to pads, cages, protectors, punching bags, plyometric boxes, ropes, straps, balls, blocks, kettlebells, weights, machines, mats, uniforms, etc) and errors or mistakes in instruction or performance or fighting or defuse techniques by instructor or students in the facility.
4. I understand that the releasees do no authorize me to use any of the martial arts and/or mixed martial arts techniques that I learn in my study against any other person, in any circumstances other than during martial arts training , exhibitions, or demonstration in which my instructor, my physician, and I agree I am sufficiently qualified and physically able to participate in the facility or elsewhere.
5. I understand that it is my duty to consult my physician before beginning any exercise program or participating in any athletic activities including but not limited to mixed martial arts. If I have any disabilities or illness, am pregnant, or currently seeing a psychological therapist, I have advised

releasees of this fact, and will obtain written consent from my physician or therapist to participate in any activities in the facility. If at any time I believe that event conditions are unsafe or that I am unable to participate due to physical or medical conditions, then I will immediately discontinue participation.

6. I hereby irrevocably release, consent and authorize Willow Point Brazilian Jiu-Jitsu and its agents to use my photograph/video/likeness/voice, as it pertains to my participation with Willow Point Brazilian Jiu-Jitsu, in any manner for promotional efforts without expectation of or right to any reimbursement in connection with its use.
7. I have not requested or received any warranties as to the effectiveness of any activity/technique.
8. I expressly accept and assume all of the risks inherent in this activity or that might have been caused by the negligence of the releasees. My participation in this activity is purely voluntary and I elect to participate despite the risks. I agree to abide by all facility rules.
9. In the event of an injury, condition, or death that surpasses the capability of Willow Point Brazilian Jiu-Jitsu, its officers, agents, employees, organizers, representatives, and successors, I hereby give my permission to obtain qualified emergency medical assistance to myself, my son/daughter and to not hold Willow Point Brazilian Jiu-Jitsu, its officers, agents, employees, organizers, representatives, and successors liable for such occurrence. I represent that I have adequate insurance to cover any injury/damage I may suffer or cause while participating in these activities, or else I agree to bear the costs of such injury/damage myself.
10. I hereby voluntarily release, forever discharge, and agree to indemnify or hold harmless releasees from any and all claims, demands, or causes of action which are in any way connected with my participation in this activity, or my use of their equipment or facility, arising from negligence. Should releasees or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
11. I agree that if any portion of this agreement is found to be void/unenforceable, the remaining portions shall remain in full force and effect.
12. I intend this Agreement, Assumption of risk, and Waiver to be binding upon any and all of my parents, children, present and former spouses or life partners, heirs, assigns, friends, personal representatives, and estate in perpetuity.

I assume all risk of injuries and/or death associated with participation including, but not limited to, falls, contact with other participants, the effects of the weather, including high heat and/or humidity, and all other known and/or unanticipated risks being known and appreciated by me. I further represent that I have no medical, physical, or mental condition which could interfere with my safety in this activity, or else I am willing to assume – and bear the costs of – all risks that may be created, directly or indirectly, by any such condition. I hereby acknowledge my responsibility in communicating any physical and psychological concerns that might conflict with my participation in activity. I have had sufficient time to read this entire document and, should I choose to do so, consult with legal counsel prior to signing, also, I understand that this activity might not be made available to me if I were to choose not to sign this release, and agree that the opportunity to participate at the stated cost in return for the execution of this release is a reasonable bargain.

By my signature I indicate that I have read and understand this Waiver of Liability. I agree that if I am hurt or my property is damaged during my participation in this activity, then I may be found by a court of law to have waived my right to maintain a lawsuit against the parties being released on the basis of any claim for negligence. I am aware that this is a waiver and a release of liability and I voluntarily agree to be bound by its terms. In consideration of my child/children being permitted to participate in this activity, I further agree to indemnify and hold harmless Releasees from any claim alleging negligence which are brought by or on behalf of minor(s) are in any way connected with such participation by minor(s).

Print name:

Signature/legal Guardian signature:

Date: