

Gracie Myrtle Point Liability Form

Waiver of liability, release, assumption of risk & indemnity agreement

READ CAREFULLY! Initial and sign only after reading the entire document.

It is the purpose of this agreement to exempt, waive, and relieve Releasees from liability for the personal injury, property damage, and wrongful death, including if caused by negligence or otherwise, if any, or Releasees. "Releasees" Gracie Myrtle Point LLC, Timothy Brownfield, their affiliate associates, local associations, other participants, coaches, instructors, officials, sponsors, advertisers, and each of them their officers, directors, agents, and employees.

For in consideration of the undersigned participant's registration with the Releasees, their affiliates, and local associations, and being allowed to participate in the Releasees' events, participant (and the parent(s) or legal guardians(s) of participant if applicable) waive, release, and relinquish any and all claims for liability and cause(s) of action, including personal injury, property damage, or wrongful death occurring to participant, arising out of the participation in the Releasee's events, the sport of jiu-jitsu, wrestling, and mixed martial arts training, and/or activities incidental thereto, whenever however they occur and for such period said activities may continue, and by this agreement any such claims, rights, and causes of action that participant (and the parent(s) or legal guardians(s) of participant if applicable) may have hereby waived, released, and relinquished, and participant (and the parent(s) or legal guardians(s) of participant if applicable) does(do) so on behalf of my/our and participant's heirs, executors, administrators, and assigns.

Participant (and the parent(s) or legal guardians(s) of participant if applicable) acknowledge, understand and assume all risks relating to jiu jitsu, wrestling, and mixed martial arts training and understand that jiu jitsu, wrestling, and mixed martial arts training involves risks to a participant's person including bodily injury, partial, or total disability, paralysis and death, and damages which may arise there from and that I/we have full knowledge of said risks. These risks and dangers may be caused by the negligence of the participant or negligence or otherwise of others, including the "Releasees" identified above. These risks and dangers include, but are not limited to, those arising from participating with bigger, faster, stronger, and more experienced participants, and these risks and dangers will increase if the participant participates in jiu jitsu, wrestling and mixed martial arts and activities in age, experience, and weight groups above that which participant would normally participate in

I/we further acknowledge that there may be risks and dangers not known to us or not reasonably foreseeable at this time. Participant (and the parent(s) or legal guardians(s) of participant if applicable) acknowledge and understand, and agree that all of the risks and dangers described throughout this agreement, including those cause by the negligence of participant and/or Releasees, are included within the waiver, release, and relinquishment described in the preceding paragraph. I/We agree to abide by and be bound by this agreement.

____ (Initial)

Participant (and the parent(s) or legal guardians(s) of participant if applicable) acknowledge, understand, and assume the risks, if any, arising from the use of jiu jitsu and wrestling mats including skin infections, and the Releasees' work out premises, and acknowledge and understand that included within the scope of this waiver and release is any cause of action (including any cause of action based on negligence or otherwise against the Releasees) arising from the performance, or failure to perform, maintenance, inspection, supervision, or control of said areas and for the failure to warn of dangerous conditions existing at said premises for negligent selection or control of said areas for negligent selection, and/or hiring of certain Releasees, or negligent supervision or instruction by Releasees.

If the laws in the State of Oregon should change and or render any part of this agreement unenforceable, the remainder of this agreement shall nevertheless remain enforceable to the full extent, if any, allowed by the controlling law. This agreement affects your legal rights, and you may wish to consult an attorney prior to signing this agreement.

Participant (and the parent(s) or legal guardians(s) of participant if applicable) agree if any claim for participants personal injury or wrongful death is commenced against the Releasees, the participant shall defend, indemnify, and save harmless the Releasees from any and all claims or causes of action by whomever or wherever made or presented for participant's personal injuries, property damage, or wrongful death. There is no liability coverage for claims of one player against another player.

Participants (and the parent(s) or legal guardians(s) of participant if applicable) acknowledge that they have been provided and have read the above paragraphs and have not relied upon any representations by the Releasees, that they are fully advised of the potential dangers of jiu jitsu, wrestling, and mixed martial arts training and understand these waivers and releases are necessary to allow this training studio exist in its present form.

____ (Initial)

PARTICIPANT'S FULL NAME (Print)

AGE

I have read and understand all of the above terms and conditions for participation in Gracie Tampa

PARTICIPANT'S SIGNATURE

DATE

PARENT/GUARDIAN SIGNATURE

RELATIONSHIP

DATE

PHONE # _____

Email _____