

Waiver for participation

- I understand the risks of training in the martial arts taught at this club and have carried out my own risk assessment. Injuries in full contact martial arts are commonplace and I understand that managing and avoiding this is my responsibility.

I understand that full contact training might expose me to viruses and illness and I opt in and accept these risks to myself and my household and social group.

I confirm that I will not train when I am feeling unwell or under the influence of alcohol or drugs.

I understand that if I have any pre-existing injuries or health issues then I must make the club and instructors aware of them. I also understand that any prior conditions may be made worse and I will adjust my training and attitude accordingly.

I enter into the training at this club knowing that serious injury or even death are a possibility and release all instructors and employees of the Club from any responsibility thereof.

• STATEMENT OF MEDICAL FITNESS

- a) I represent and warrant that I have NO physical infirmities or pre-existing Injuries; I am not under treatment for any other physical infirmity or chronic ailment or injury of any nature, and have never been treated for or diagnosed to have any of the following: Cardiac or pulmonary conditions or diseases, diabetes, fainting spells or convulsions, nervous or mental disorders, kidney or related diseases, high or low blood pressures, or any other disability which might in any way affect my ability to participate in Brazilian Jiu-Jitsu, Judo; Wrestling; Self Defence, physical exercise or all similar and related activities.
- b) I am not taking any medications of any kind which might in any way affect my ability to participate in Brazilian Jiu-Jitsu, Judo; Wrestling; MMA or all similar and related activities.
- c) I am not under the influence of any alcohol or drugs.
- d) I am not pregnant nor do I suspect that I am pregnant.
- e) I hereby certify that the personal information I have given above is true and accurate.

• AGREEMENT, RELEASE OF LIABILITY & ASSUMPTION OF RISK

In consideration for being permitted to utilize the facilities and to participate and engage in, Brazilian Jiu-Jitsu, Judo; Wrestling; physical exercise or all similar and related activities. Hereinafter collectively referred to as "Martial Arts Training" conducted at Matt Holland Brazilian Jiu Jitsu or any associated entities, I HEREBY AGREE AS FOLLOWS:

PARTIES INCLUDED

I understand that this Agreement, Release of Liability & Assumption of Risk includes and covers Matt Holland Brazilian Jiu Jitsu, or any associated entities, and any of its instructors, agents, officers, employees, students, and contractors, and additionally including but not limited to, anyone directly or indirectly involved in any manner in my Martial Arts Training, hereinafter collectively referred to in this Agreement, Release of Liability and Assumption of Risk as "Covered Parties."

DURATION OF RELEASE

It is my understanding and intention that this Release and Agreement be effective not only for my first training session but for any subsequent training sessions or activities in any way associated with Matt Holland Brazilian Jiu Jitsu club or any associated entities or any other Covered Parties.

AGREEMENTS

I understand it is agreed between the parties that Martial Arts Training is inherently dangerous and may result in injury or death. It is further agreed between the parties that the unforeseen may happen and that no one may delineate all risks or possibilities of error. Therefore, I specifically include in the Release, any injury resulting from any occurrence, whether foreseen or unforeseen, and whether contemplated or not contemplated, which is in any way connected with my Martial Arts Training or presence at the Matt Holland Brazilian Jiu Jitsu Club or any other place, venue, or entity connected with the Covered Parties.

COVENANT NOT TO SUE

I further agree that I WILL NOT SUE OR MAKE CLAIM against ANY of the Covered Parties for ANY damages or other losses or injuries sustained as a result of my Martial Arts Training even if caused by negligence or other fault of the Covered Parties.

RELEASE OF LIABILITY

I hereby release the Covered Parties, from any and all liability, claims, demands, actions, and causes of actions whatsoever arising out of or related to any loss, damage, or injury, up to and including DEATH, that may be sustained, even if caused by negligence or other fault of the Covered Parties while engaged in any Martial Arts Training or any and all related but unidentified activities.

ASSUMPTION OF RISKS

I realize and understand the scope, nature, and extent of the risks involved in Martial Arts Training, including the foreseen and the unforeseen, which shall include but not be limited to expose me to viruses and illness; broken bones; muscle and tendon injuries; restrictions on air and blood flow, which may result in disability and/or death.

INDEMNIFICATION AND HOLD HARMLESS

I also agree to indemnify, save, and hold the Covered Parties, harmless from all claims, judgments, costs, losses or proceedings of every kind and character specifically including, but not limited to, legal fees and expenses, and to reimburse the Covered Parties for any and all expenses whatsoever incurred in connection with any action brought as a result, either directly or indirectly, of my participation in Martial Arts Training, including but not limited to, actions brought on by myself, my estate, or on behalf of myself or my estate.

PARTIES BOUND BY THIS AGREEMENT

It is my understanding and intention that this Agreement, Release of Liability & Assumption of Risk be binding not only on myself, but on anyone or any entity, including but not limited to my estate and my heirs, that or who may be able to or do sue because of my injury or death. It is further my understanding and agreement that this Release is intended to and DOES in fact release the Covered Parties, from any and all claims or obligations, foreseen and unforeseen, contemplated and not contemplated, whatsoever arising in any way from my participation in Martial Arts Training, even if caused by the negligence or other fault of the Covered Parties.

DUTY OF CARE

I hereby agree to waive any and all duty of care, whether by omission or commission, or any other duty, which may be owed to me by the Covered Parties.

ENFORCEABILITY

I agree that if any portions of this Agreement, Release of Liability and Assumption of Risk are found to be unenforceable or against public policy or law, that only the portion found to be unenforceable shall fail and that all remaining portions shall remain in effect and be valid and enforceable, and I specifically waive any unenforceability or any public policy argument that I may make or that may be made on behalf of my estate or by anyone who would sue because of my injury or death.

FAVOUR AGREEMENT

It is my intention and my agreement that in all cases, this document be broadly construed in favour of the Covered Parties and against me and that any and all ambiguities or questions are resolved in favour of the Covered Parties.

LEGAL RIGHTS

It has been explained to me, and I understand, that by signing this document I am giving up important legal rights and it is my voluntary intention to do so. I also understand that, if I wish, I may to have my own lawyer review this document before I sign it. Upon its execution, this Agreement, Release of Liability & Assumption of Risk shall be binding against me in favour of the Covered Parties.

DAMAGE AGREEMENT

I hereby agree to be responsible and to pay for damages to any and all equipment, which is caused, in whole or in part, by my actions or the actions of any parties associated with me during my Martial Arts Training.

RULES

I understand that this is a Martial Arts Club with active and ongoing classes, and I will abide by any rules and regulations set forth pertaining to the Club. I understand that I am responsible for following these rules along with any other rules put in place by any of the Covered Parties and that I am also responsible for any injury or damage caused by the failure to follow these rules either by myself or by any parties associated with me. I understand that my attendance and/or performance at the academy may be photographed, filmed or taped and used for marketing and promotional purposes and I waive the right to compensation thereof.

• UNDERSTANDING OF AGREEMENT

I hereby certify that I have read and understand the contents of this document "Agreement to participate in any class at Matt Holland Brazilian Jiu Jitsu Club" and I wish to be bound by its terms and I understand that by signing this, I have forever given up important legal rights.

- Your name: *

- Your date of birth:

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- Your email address

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- Your address: *

- Your phone number

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- Next of kin - First and last name

*

- Next of kin - phone number

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• Your agreement

I confirm that I have read, understood the "Agreement to participate in any class at Matt Holland Brazilian Jiu Jitsu Club" and I freely sign to adhere to its terms and conditions.

Signature /Next of kin

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Date

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