

Liability Waiver

In consideration of being permitted to participate in any way in the Martial Arts/Fitness Classes at Black Bear Brazilian Jiu-Jitsu and Fitness L.L.C. to enter or any purpose any restricted area (herein defined as any area wherein admittance to the general public is prohibited), the parent(s) and or legal guardian(s) of the minor participant named below agree:

1. The parent(s) and/ or legal guardian(s) will instruct the minor participant that prior to participating in the below martial arts activity or event, he or she would inspect the facilities and equipment to be used, and if he or she believes anything is unsafe, the participant should immediately advise the officials of such condition and refuse to participate. I understand and agree that, if at any time I feel anything to be UNSAFE; I will immediately take all precautions to avoid the unsafe area and **REFUSE TO PARTICIPATE** further.
2. **I/WE** fully understand and acknowledge that:
 - a. There are risks and dangers associated with participation in martial arts events and activities which could result in bodily injury, partial and or total disability, paralysis, and death.
 - b. The social and economic losses and/ or damages which could result from these risk and dangers described above could be severe.
 - c. These risks and dangers may be caused by the action, inaction or negligence of the participant or the action, inaction or negligence of others, but limited to the Releases named below.
 - d. There may be other risks known to us or are not reasonably foreseeable at this time.
3. **I/WE** accept and assume such risks and responsibility for the losses and/ or damages following such injury, disability, paralysis or death however caused and whether caused in whole or in part by the negligence of the Releases named below.
4. **I/WE HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE** the martial arts facility used by the participant, including the owners, managers, promoters, instructors, lessees of premises used to conduct the martial arts vent or program, premises, and event inspectors, underwriters, consultants, and other who give recommendations, directions or instructions to them, their directors, officer, agent, employees, all for the purpose herein referred to as "Release"...From all liability to the undersigned, my/ our personal representatives, assigns, executors, heirs, and next of kin for any of all claims, demands, losses, or damages and any claims or demands therefore on account of any injury, including but not limited to the death of the participant or damage to the property, arising out of relating to the event(s) caused in whole or in part by the negligence of the Release or otherwise.

5. **I/WE HEREBY** acknowledge that **THE ACTIVITES OF THE EVENTS(S) ARE VERY DANGEROUS** and involves the risk of serious injury and/ or death and/ or property damage. Each of **THE UNDERSIGNED** also expressly acknowledges that **INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE RELEASES.**
6. **EACH OF THE UNDERSIGNED** further expressly agrees that the foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the Provence or State in which the event is conducted and that if any portion is held invalid, it is agreed that the balance shall, notwithstanding continue in full legal force and effect.
7. On behalf of participant and individually, the undersigned partner(s) and or legal guardian(s) for the minor participant executes this Waiver and Release. If despite the release, the participant makes a claim against any of the Release, the parent(s) and/ or legal guardian(s) will reimburse the Release for any money which they have paid to the participant, or on his or her behalf, and hold them harmless.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILTY OF RISK AND INDEMNITY AGREEMENT AND FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE COMPLE AND UNCONDITION RELEASE OF ALL LIABILTY TO THE GREAT EXTENT ALLOWED BY THE LAW.

Consent and Waiver of Responsibility. It is agreed that Black Bear Brazilian Jiu-Jitsu and Fitness L.L.C. and any facilities in which Jeremy Szady is teaching as well as assistant instructors or students will not be responsible for any injury to the undersigned participant arising out of or in connection with the program. I give permission for medical treatment to be given if I cannot be reach in any emergency. I have the foregoing and understand its contents.

Martial Arts School: Black Bear Brazilian Jiu-Jitsu and Fitness L.L.C.

Student/Participant Signature: _____

Parent or Guardian Signature (if a minor): _____

Printed Name of Participant: _____

Date: _____