

Release and Waiver of Liability and Indemnity Agreement

(Please Read Carefully Before Signing)

In consideration of being permitted to participate in any way in the **Fight Sports Academy** programs indicated below and/or being permitted to enter for any purpose any restricted area (here in defined as any area where in admittance to the public is prohibited) I (or parent/guardian of), _____ the participant named below agree:

1. That prior to participating in Brazilian Jiu Jitsu activities or events I should inspect the facilities and equipment to be used, and if you believe anything is unsafe, you should immediately advise the instructor or officials of such conditions 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 any further.
2. I fully understand and acknowledge that:
 - a. There are risks and dangers associated with participation in Brazilian Jiu Jitsu activities and events 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 risks 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 including, but not limited to, the Released named below.
 - d. There may be other risks not known to us or not reasonably foreseeable at this time.
3. I accept and assume such risks and responsibilities for the loss and/or damages following such injury, disability, paralysis, or death, however caused in whole or in part by the negligence of the Released named below.
4. I HEREBY RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE the Fight Sports Daytona Academy facility by participating in activities or events, including its owners, managers, promoters, lessees, lessors of premises used to conduct Brazilian Jiu Jitsu program or event, premises and event inspectors, underwriters, consultants and others who give recommendations, directions or instructions to engage in risk evaluation or loss control activities regarding the Fight Sports Daytona Academy facility or events held at such facility and each of them, their directors, officers, agents, employees, all for the purpose herein referred to as "Release"...FROM ALL LIABILITY TO THE UNDERSIGNED, my personal representatives, assigns, executors, heirs and next of kin FOR ANY AND 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 MYSELF OR DAMAGE TO PROPERTY, ARISING OUT OF OR RELATING TO THE EVENT(S) CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE RELEASEE OR OTHERWISE.
5. I hereby acknowledge that THE ACTIVITIES OF THE PROGRAM(S)/EVENT(S) ARE VERY DANGEROUS and involve the risk of serious injury and/or death and/or property damage. I, THE UNDERSIGNED, also expressly acknowledge the INJURIES RECEIVED MAY BE COMPOUND OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE RELEASEE.

6. THE UNDERSIGNED further expressly agrees that the foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as permitted by the laws of the State of Florida or State in which Fight Sports Daytona Academy may participate in activities or events and if any portions held invalid, it is agreed that the balance shall, notwithstanding continue in full legal force and effect.
7. As a participant, your execution of this Waiver and Release, you acknowledge the following: if, despite this Release, the participant makes a claim against any of the Releases, you will reimburse the Release for any money in which they have paid to you, or on your behalf, and hold them harmless.

I understand I am signing an important legal document (the "Waiver") that means I can never sue or make any kind of claim against FIGHT SPORTS DAYTONA and any other FIGHT SPORTS franchise, franchisee, or their owners and instructors, including but not limited to Todd Cutler, Staci Cutler, any Black Belt staff member or designated instructor, (the "Academy") and anyone conducting a seminar, demonstration or competition in conjunction with the Academy and anyone renting, providing facilities or equipment to the Academy. Signing the release is a requirement before I can participate in any activity offered by the Academy, and it is a part of the terms of my membership with the Academy. The Academy will not offer me any training or instruction without signing this Waiver and paying my tuition.

- I know that Brazilian Jiu Jitsu, grappling and mixed martial arts are full contact combat sports and that the techniques used and taught can cripple, maim, and kill. There is no way to completely avoid the risk of injury and I understand I assuming the risk that I will be injured. Injuries include but are not limited to broken bones, torn ligaments and tendons, torn muscles, bruises, sprains, loss of consciousness, loss of teeth, permanent damage to ears (including cauliflower ear), and I understand no matter what precautions are taken I am willingly exposing myself to this and other potential injuries.

By signing this RELEASE, you understand that when you get hurt the Academy will provide no insurance, no medical reimbursement and will not be responsible to you in any way period. If you participate in any activity at the Academy, you do so at your own risk.

- I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY AND ASSUME ALL RISKS AND RESPONSIBILITIES PERTAINING TO THE ABOVE. I FULLY UNDERSTAND THE TERMS AND AGREEMENT AND HAVE GIVEN UP SUBSTANTIAL RIGHTS BY VOLUNTARILY GIVING MY SIGNATURE AND PERMISSION. I AM NOT UNDER THE INFULENCE OF DRUGS OR ALCOHOL INCLUDING PRESCRIPTION DRUGS. I INTEND MY SIGNATURE TO BE COMPLETE AND UNCONDITIONALLY RELEASE ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.**

Print Name: _____ **Date:** _____

Signature of Participant: _____

Parent/Guardian Signature (if under 18): _____

Phone Number: _____

Email: _____