



## **Jewel Jiu Jitsu Academy – Waiver Form**

Please Fill Out, Sign and Email to [jeweljiujitsu@gmail.com](mailto:jeweljiujitsu@gmail.com)

In consideration of being permitted to: 1) physically participate in any program offered by Jewel Jiu Jitsu Academy, LLC (hereinafter “Jewel Jiu Jitsu Academy”); and 2) in so doing, enter any restricted area (defined as any area where admittance to the general public is prohibited), the Participant [or for minor participants, such minor’s parent(s) or legal guardian(s)] agree(s) and acknowledge(s) that:

1a. There are risks and dangers associated with participation in martial arts events and activities that could result in bodily injury, partial and/or total disability, paralysis and/or death.

b. The social and economic losses and/or damages, which could result from the risks and dangers described above, could be severe.

c. Such 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 Releasees’ (as defined in paragraph 4 below).

d. There may be other risks not known to the Releasees or which were not reasonably foreseeable.

2. I/WE have elected to participate in the activities organized and sponsored by the Releasees and hereby accept and assume all risks and sole responsibility for any

losses and/or damages that I/WE may suffer as the result of injury, disability, paralysis or death, however caused and whether caused in whole or in part by the negligence of the Releasees named below. Furthermore, I/WE expressly acknowledge that any injury we may suffer as a result of such participation may be worsened or further compounded or increased as the result of rescue efforts or procedures undertaken by any of the Releasees.

3. I/WE have the responsibility to inspect the facilities and equipment to be used, and if I/WE believe anything to be unsafe, to immediately advise Releasees of such condition, avoid the unsafe area and refuse to participate in any activity that I/WE believe to be unsafe.

4. In exchange for permission to participate in the sponsored activities of Jewel Jiu Jitsu Academy, I/We HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE Jewel Jiu Jitsu Academy, LLC, its members, officers, employees, agents, and instructors; or any individual or entity associated with any other martial arts school or training facility used by the Participant (including their respective owner(s), manager(s), promoter(s), lessor(s) and/or lessee(s), employees, or agents of any premises) to conduct any Jewel Jiu Jitsu Academy martial arts event or program (all of whom shall be referred to as the "Releasees") from any and all liability to the undersigned, my/our 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 or damage to property, arising out of or relating to (either in whole or in part) MY/OUR participation in any class, event or training sponsored or led by the Releasees.

5. I/WE acknowledge and give to Jewel Jiu Jitsu Academy, LLC and the Releasees, MY/OUR permission and consent to take, use, publish, distribute or copyright any photographic pictures, videos, or other images of or including, the undersigned (regardless of medium, form or format) in which I/WE may be included (the "Image") in

whole or in part or composite, created or made in conjunction with MY/Our participation in activities organized or sponsored by Jewel Jiu Jitsu Academy, either on websites or in emails or elsewhere for any lawful purpose. I/WE further agree to waive any and all rights that I/WE may have to the prior inspection and/or approval of, any Image (preliminary or final) referred to herein. I/WE further release the Releasees' (including any photographer or other person who captured My/Our Image) from any claim for remuneration associated with MY/OUR Image or its capture. Lastly, I/WE acknowledge that this release was freely given and executed.

6. I/WE further agree that the foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the Commonwealth or State in which the event is conducted and that if any portion is held invalid, it is agreed that all remaining terms of this Release and Waiver of Liability shall continue on in full legal force and effect.

7. In the event that Participant is a minor, I/WE (as the parent or legal guardian(s) of a minor Participant) acknowledge and agree that in the event (and despite this Release), said minor Participant makes an actual claim against any of the Releasees, that I/WE shall reimburse any Releasee for any and all amounts (including any awards, settlement, costs or expenses) incurred by Releasees in defending against Participant's claim and hold them harmless.

I/WE HAVE READ THIS RELEASE AND WAIVER OF LIABILITY AND FULLY UNDERSTAND ITS TERMS. I/WE FURTHER UNDERSTAND THAT I/WE WILL GIVE UP SUBSTANTIAL RIGHTS BY SIGNING IT. IN ADDITION, I/WE CAN STATE THAT I/WE HAVE SIGNED THIS AGREEMENT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME/US AND INTEND MY/OUR SIGNATURE TO BE COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE MAXIMUM EXTENT ALLOWED BY LAW.

**Name:**

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**Date:**

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**Signature**

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