

Release and Waiver of Liability and Indemnity Agreement

(Read Carefully Before Signing)



In consideration of being permitted to participate in any way in the Palencia BJJ, LLC indicated below, the adult participant and/or the parent(s) and/or legal guardian(s) of the minor participant named below agree:

1. I/WE should inspect the facilities and equipment to be used, and if he or she believes anything is unsafe, the adult participant and/or the parent(s) and/or legal guardian(s) of the minor participant, should immediately advise the instructors of such condition and refuse to participate. I understand and agree that if, at any time, I feel anything to be **UNSAFE**; I/WE will immediately take all precautions to avoid the unsafe area and **REFUSE TO PARTICIPATE** further.
2. I/We fully understand and acknowledge that:
 - a. Jiu Jitsu, MMA and Muay Thai are martial arts, and involve strenuous physical activity and extensive physical contact with other people and a mat, including but not limited to joint locks, throws, chokes, strikes, ground fighting, and other similar activity.
 - b. There are risks and dangers associated with participation Jiu Jitsu, MMA and Muay Thai which could result in bodily injury partial and/or total disability, paralysis and death.
 - c. The social and economic losses and/or damages, which could result from these risks and dangers described above, could be severe.
 - d. There may be other risks not known to us or are not reasonably foreseeable at this time.
 - e. I understand that it is advisable to obtain a medical evaluation prior to commencing training.
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, mistake, or failure to supervise from actions caused entirely or in part by any acts or failures to act by Palencia BJJ, LLC, its agents, the Instructors and the Members.
4. **I/We HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE** Palencia BJJ, LLC used by the participant, including its owners, managers, lessees of premises used to conduct the Palencia BJJ, LLC Program, instructors and others who give recommendations, directions or instructions at Palencia BJJ, LLC or events held at such facility and each of them, all for the purpose herein referred to as "Releasee" from all liability to the undersigned, my/our personal representatives, assigns, executors, heirs and next to 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 the participant or damage to property, arising out of or relating to the events(s) caused alleged to be caused in whole or in part by the negligence of the Releasee or otherwise.
5. I/WE HEREBY acknowledge that **THE ACTIVITIES OF THE PROGRAM(S) ARE VERY DANGEROUS** and involve 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 RELEASEES.**
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 State of Florida in which the Program 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 the participant and individually, the undersigned partners(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 Releasees, the parents(s) and/or legal guardian(s) will reimburse the Releasee for any money which they have paid to the participant, or on his behalf, and hold them harmless.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WHIOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADI': TO ME AND I 'TEND MY SIGNATURE TO BE COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Palencia BJJ, LLC

Student/Participant Signature: _____ Date: _____
Parent or Guardian Signature (if minor): _____ Date: _____
Printed Name of Participant: _____
Address of Participant: _____
Phone Number: _____ Email: _____
Received by: _____