

# Gracie Jiu-Jitsu Nappanee Terms & Conditions for Seminar Participation

## WAIVER / RELEASE / ASSUMPTION OF RISK

PLEASE READ CAREFULLY – THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS

I hereby agree and acknowledge:

- a) I have been advised that the martial art known as "Gracie Jiu-Jitsu" is taught using precautions to avoid any injuries. However, participation in the Gracie Jiu-Jitsu classes carries with it certain inherent risks and dangers that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks range from minor injuries such as scratches, bruises, and sprains, to major injuries such as eye injury or loss of sight, joint or back injuries, heart attacks, and concussions, to catastrophic injuries including paralysis and death.
- b) The practice of Gracie Jiu-Jitsu presents a risk of skin infections, MRSA, transmittable diseases, bacteria(s) and viruses, including, but not limited to, COVID-19.
- c) Along with the possibility of personal injury, injury to property is also possible, including but not limited to, possible loss of wages and the ability to earn such wages.
- d) I acknowledge that I have consulted with a physician and I have no health problems that would preclude me from full and safe participation in Gracie Jiu-Jitsu.
- e) With full knowledge and understanding of the aforementioned risks, both to myself and to my property, and after having these dangers fully explained to myself and/or to my legal guardian, I nevertheless desire to participate in Gracie Jiu-Jitsu training and activities.
- f) Due to the nature of the activities conducted in Gracie Jiu Jitsu classes, it would be unreasonable for Gracie Jiu-Jitsu Nappanee and/or the respective owners, directors and shareholders, agents and employees to be in any way responsible for my injury (or death) and to the full extent of the law I hereby waive my legal rights of action against and fully release the company for loss, damages, injury or death however arising out of or in relation to my participation in the activities conducted or organized by the company including, without limitation, liability for any negligent or tortious act or omission, breach of duty, breach of contract or breach of statutory duty on the part of the company, its office bearers, directors, employees or agents.
- g) I have and will maintain appropriate medical insurance during classes/training. I authorize any emergency first aid, CPR, AEDs, medication, medical treatment, and/or emergency transportation and I assume all costs involved in such treatment.
- h) I understand that Gracie Jiu-Jitsu Nappanee reserves the right to refuse service to any individual who has been convicted of a sex crime.
- i) I will not video record or photograph any classes/training without prior permission from Gracie Jiu-Jitsu Nappanee.
- j) I am also aware that for purposes of safety, security and quality control there are surveillance cameras mounted throughout Gracie Jiu-Jitsu Nappanee. Furthermore, I understand and acknowledge that video recording or photographs may be taken of me during classes/training. I hereby grant Gracie Jiu-Jitsu Nappanee the unlimited use of my likeness in any format – photo, video, or other – for promotional advertisement or commercial use in any format known or yet to be developed in perpetuity, and I forfeit any form of payment.
- k) I agree that if any term of this agreement is to any extent illegal, otherwise invalid, or incapable of being enforced, all other terms shall remain in full force and effect.

I understand that this agreement supersedes any and all previous oral or written agreements with regards to the practice of Gracie Jiu-jitsu and I give up substantial rights by agreeing to it.