

Forge Martial Arts Academy/Gymnastics Waiver and Release of Liability

Notice: THIS IS A LEGALLY BINDING CONTRACT. In consideration of my, and/or my minor family members, being permitted by the Forge Martial Arts Academy/Gymnastics ("FMAA/G") to use its facilities, and/or participate in any program offered by FMAA/G/G, I agree to the following waiver and release, and I make these following representations:

1. **I HEREBY ACKNOWLEDGE THE INHERENT EXTREME RISKS IN FMAA/G/G PROGRAMS**, including the risks and hazards connected with the participation in Brazilian Jiu-Jitsu, Judo, Muay Thai Kickboxing, Karate, Hapkido, Bootcamp Training, Weightlifting, Gymnastics, vaulting, jumping, tumbling, PPOS PE, activities on or with equipment from FMAA/G, or Aerobics, including physical injury or even death. I realize that those risks include, but are not limited to: falls from or contact with other participants or equipment, bad decision-making, inattention of and/or actions of other participants, misuse or failure of equipment, and accidents which cannot be foreseen. I acknowledge that the above list is not inclusive of all possible risks associated with the use of the facilities, and/or FMAA/G Programs and I agree that said list in no way limits the extent or reach of this release. **I VOLUNTARILY ASSUME ALL RISKS WITH FULL KNOWLEDGE AND APPRECIATION OF THE DANGERS AND RISKS INVOLVED.**

2. I voluntarily agree to assume all risks of personal injury, **including paralysis and death**, which may occur while I am in the FMAA/G Facility, or participating in any event, program, Friday PPOS PE classes or training at any time, whether or not under supervision of FMAA/G personnel. I hereby knowingly and intentionally waive and release any and all claims or causes of action which might arise from use of the FMAA/G Facility or participation in FMAA/G Programs, and agree to indemnify, hold harmless and defend the FMAA/G, its successors, assigns, officers, employees, volunteers, lessors and agents from all liability for any such damage, injury, paralysis or death which may result. **This Waiver/Release shall be effective even though said loss, damage, or injury results or has resulted from negligence, wrongful acts, omissions, breach of warranty or strict tort liability of the FMAA/G or the other parties released.**

3. I am in good health and have no known physical limitations, which affect my participation in FMAA/G Programs, and I agree that I have been advised to consult a doctor before participating in any FMAA/G Programs. I agree to pay attention to the condition of all the equipment I may use, and to advise FMAA/G if I do any damage to or notice damage or problems with any equipment in the FMAA/G Facility. I certify that I have read FMAA/G's rules and regulations for use of the FMAA/G Facility or participation in FMAA/G Programs and accept responsibility for failure to abide by these rules. If any FMAA/G personnel make a specific request of or instruction to me, I agree to comply.

4. I am at least 18 years of age and otherwise legally competent to sign this agreement. This waiver/release shall be effective and binding upon me and upon my assigns, heirs, representatives, guardians and administrators. If under the age of 18, this waiver/release is signed by a parent/guardian of the minor, and the undersigned waives any and all claims, and agrees to indemnify and hold harmless FMAA/G and its agents in the event of any injury to the undersigned or minor participant.

5. **Governing Law, Venue, and Attorney's Fees.** This agreement and all transactions contemplated hereby shall be governed by and construed and enforced in accordance with the laws of the State of Colorado. In any litigation in which the validity or enforceability of this agreement is contested, I agree that the prevailing party will pay all attorney's fees and costs of the parties seeking to uphold the agreement.

6. **Dispute Resolution.** Any controversies or disputes arising out of or relating to this Contract will be submitted to binding arbitration pursuant to the Colorado Revised Uniform Arbitration Act, and judgment may be entered in any Colorado court having jurisdiction thereof. The parties agree that the Colorado Revised Uniform Arbitration Act governs the interpretation and enforcement of this provision. The entire dispute, including the scope and enforceability of this arbitration provision shall be determined by the Arbitrator. This arbitration provision shall survive the termination of this agreement.

7. **Non-Compete.** I agree that during or after participation in FMAA/G Programs as participant, independent contractor, or employee, that will not directly or indirectly solicit, agree to perform or perform instructional services of any type that FMAA/G provides for any person or entity who paid or engaged in FMAA/G Programs, or who received the benefit of FMAA/G Programs, or with whom I had any dealing while as a participant, independent contractor, or employee for FMAA/G. I agree this restriction also applies to assisting any other mixed martial arts academy or other third party.

8. **Photo Release.** I agree that by participating in FMAA/G Programs, I hereby grant FMAA/G on behalf of myself, and on behalf of my child(ren), the irrevocable right and permission to photograph and/or record me or my child(ren) in connection with FMAA/G Programs and to use the photograph and/or recording for FMAA/G promotional purposes. I waive any right to inspect or approve the use of the photograph and/or recording and acknowledge and agree that the rights granted to this release are without compensation of any kind. (Cross out and initial if you do not agree.)

I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS CONTRACT BY READING IT BEFORE SIGNING IT. No oral representations, statements or other inducements to sign this **release** have been made apart from what is contained in this document. I understand this is a contract that affects my legal rights, and I sign it of my own free will.

Signature of Participant: _____ **Date:** _____

Name Printed: _____

TO BE READ AND SIGNED BY PARENT/GUARDIAN OF MINOR: In consideration of the minor child being permitted to participate in FMAA/G Programs, I accept and agree to the full contents of this agreement. I certify that I have the authority to sign on behalf of the minor child and to make decisions for the minor child regarding participation in FMAA/G Programs. I also agree to **RELEASE, HOLD HARMLESS, INDEMNIFY AND DEFEND the Released Parties** (defined in paragraph 2. above) **from all liabilities and claims that arise in any way from any injury, death, loss or harm that occurs to the minor child** while at the FMAA/G Facility or participating in FMAA/G Programs. This includes any claim of the minor and any claim arising from the negligence of the Released Parties.

Responsible Adult/Guardian Signature: _____

Name Printed: _____ **Date:** _____

INFO:

Email: _____

Phone Number: _____

Address: _____

Authorized Minor(s) Listed Below

Name of Minor: _____ **Birthday (age):** _____

Name of Minor: _____ **Birthday (age):** _____

***30 Days' notice before cancellations after sign up (unless on a bank draft autorenewal)!!! This helps us notify people on the wait list and plan accordingly. No refunds, transfers, or exchanges of memberships without 30 Days' notice!!!! If you can only make up classes canceled by the Forge NOT because you missed them without notification ahead of time (30 days' notice or ASAP with injuries or family emergencies). Make up classes are only for FORGE cancellations not sick days or missed days.**