

**Defiance BRAZILIAN JIU JITSU Release and Waiver of Liability and Indemnity Agreement
(Read Carefully Before Signing)**

1. **Participation is Voluntary:** The participant has been advised by Defiance LLC dba Defiance Brazilian Jiu Jitsu (hereinafter DEFIANCE BJJ) that participation in any and all activities is voluntary. Participant understands and agrees that, if at any time, participant feels anything to be unsafe, including but not limited to equipment, facilities and/or activities, participant will immediately take all precautions to avoid the unsafe area, equipment, and/or activity and refuse to participate further.
2. **Understand risks of participation:** Participant fully understands and acknowledges that (a) There are risks and dangers associated with participation in martial arts events and activities which could result in bodily injury partial and/or total disability, contraction of illness and/or disease, paralysis and death, (b) the social, physical, mental, 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 parties named below, (d) there may be other risks not known to us or are not reasonably foreseeable at this time.
3. **Acknowledge Risks of participation:** Participant hereby acknowledges that the activities 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.
4. **Acceptance of responsibility/assumption of risk of participation:** Participant accepts and assumes such risks and responsibility for the losses and/or damages following such injury, contracted illness or disease, disability, paralysis or death, however caused and whether caused in whole or in part by the negligence of DEFIANCE BJJ its owners, agents or employees, or by intentional conduct of parties not an owner, agent, instructor, or employee of DEFIANCE BJJ.
5. **Participant Responsibilities:** I certify that I am in good health and physical condition, do not have any communicable illnesses, conditions or diseases. I certify that I will not participate in any activities if I am not in good health and physical condition. It is my responsibility to be aware of the demands of the activity at all times. It is my responsibility to be adequately equipped and physically prepared. It is my responsibility to follow the instructions of the designated class leader. Skills taught in this program will not assure my safety in situations of self-defense. I am solely responsible for my own personal safety and the safety of others in the program.
6. **Minor Participation requirements:** In consideration of being permitted to participate in any way with DEFIANCE BJJ and/or being permitted to enter for any purpose any restricted area (here in defined as any area where in admittance to the general public is prohibited), the parent(s) and/or legal guardian(s) of the minor participant named below agree: Prior to participating in the below martial arts activity or event, the Participant, parent(s) and/or legal guardian(s) will inspect the facilities and equipment to be used, and if he or she believes anything is unsafe, the participant will immediately advise the officials of such condition and refuse to participate.
7. **Release of liability/covenant not to sue:** Participant hereby releases, waives, discharges, and covenant not to sue DEFIANCE BJJ, the martial arts facility used by the participant, including its owners, managers, promoters, lessees of premises used to conduct the martial arts event or program, 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 martial arts facility or events held at such facility and each of them, their directors, officers, agents, employees, 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.
8. **Release applies to all parties associated with DEFIANCE BJJ:** This release applies to all parties including DEFIANCE BJJ LLC dba Defiance Brazilian Jiu Jitsu, Stuart Hoisington and Jesse Bardizian individually and his marital community, affiliated individuals, organizations, entities, designated instructors, guest instructors, owners and officers of these organizations, instructors, coaches, assistants, and the owners of the property location.
9. **Release construed broadly:** 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 Province or State in which the event 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. This release also applies to any dependants, parents, heirs, guardian, family or any other party having the right to pursue any and all claims on my behalf.

Participant or Parent/Guardian Signature

10. **Parent must defend, indemnify, and hold harmless DEFIANCE BJJ for minor:** 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.
11. **Release applies to family, heirs etc:** This release applies to any claim I or any parent, guardian, family member, dependant, heir or any other party having the right to make a claim on behalf against DEFIANCE BJJ, guest instructors and organizations, the owners of these organizations, the instructors, and any owners of the property location.
12. **Only sanctioned use of skills:** I understand that the skills taught at DEFIANCE BJJ are to be used solely in accord with the law, that I have been explicitly instructed to not use the skills taught at DEFIANCE BJJ outside of class with the exception of sanctioned tournaments or MMA events. I am solely responsible for my actions using the skills taught by DEFIANCE BJJ, and agree to defend and indemnify DEFIANCE BJJ for any of my actions that result in claims against DEFIANCE BJJ.
13. **Model Release:** I agree that Defiance BJJ may use my image, photo, likeness for any purpose, including but not limited to: Defiance BJJ website, promotions, instructional videos, and school advertisements.
14. **Release of personal property loss:** I am responsible for my own personal property and agree to release and hold harmless Defiance BJJ for any losses of personal property.
15. **DEFIANCE BJJ Right to prohibit practice or participation:** Defiance BJJ reserved the right to prohibit participation for any reason without providing a refund.
16. **Validity of release:** If any portion of this agreement shall be held invalid, illegal or unenforceable to any extent and for any reason by any Court of competent jurisdiction the remainder of this agreement shall not be affected thereby and shall be enforceable to the full extent permitted by law.
17. **Participant Medical coverage:** By signing below, participant acknowledges that they carry personal medical insurance and/or participant understands that they are solely responsible for their own medical bills and any injury regardless of the cause.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY **ALONG WITH THE COVID-19 POLICIES AND PROCEDURES**, 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 WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW. I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF WASHINGTON THAT THIS STATEMENT IS TRUE AND CORRECT.

Participant: _____
Participant or Guardian's Signature (for minor) Date

Printed Name of Participant: _____
Age

Address of Participant: _____

Phone number of Participant: _____

Participant's Email address: _____

Physical limitations/Medical Conditions: _____

Emergency Contact: _____

Medications: _____

Received by DEFIANCE BJJ: _____
Signature Printed Name Date

 Participant or Parent/Guardian Signature