

# Release and Waiver of Liability

24 Hour Access key# \_\_\_\_\_

Last Name \_\_\_\_\_ First \_\_\_\_\_ Middle \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Home Phone ( ) \_\_\_\_\_ Cell Phone ( ) \_\_\_\_\_

DOB \_\_\_/\_\_\_/\_\_\_ Male \_\_\_\_\_ Female \_\_\_\_\_ Age \_\_\_\_\_ HT \_\_\_\_\_ WT \_\_\_\_\_

Email \_\_\_\_\_ Emergency POC (Name and Phone#): \_\_\_\_\_

Styles interested in taking: Muay Thai Kickboxing \_\_\_ No GI Jiu Jitsu/Submission Grappling \_\_\_ Jiu-Jitsu \_\_\_

GI Mixed Martial Arts Classes \_\_\_ MMA Amateur Fighting Team \_\_\_ Boxing \_\_\_ Zumba \_\_\_\_\_

Functional Fitness \_\_\_\_\_ Weightlifting \_\_\_\_\_ Cardio kickboxing \_\_\_\_\_ Tanning \_\_\_\_\_ Sauna \_\_\_\_\_

Are you here solely for a special event? \_\_\_\_\_ Which event? \_\_\_\_\_

How did you hear about us? Yellow Pages \_\_\_ Internet \_\_\_ Walk In \_\_\_ Demonstration \_\_\_ Friend \_\_\_ Flyer \_\_\_

Have you ever failed a medical exam? Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, for what reason

\_\_\_\_\_

If you are handicapped, and wish to be identified as such, list any limitation, physical or mental, which may affect your ability to perform or participate as a member. \_\_\_\_\_

Have you ever had: Broken bone \_\_\_\_\_ Concussion \_\_\_\_\_ HIV Positive \_\_\_\_\_

Asthma \_\_\_\_\_ Blackouts \_\_\_\_\_ Back Trouble \_\_\_\_\_ Epilepsy \_\_\_\_\_

Other \_\_\_\_\_

## EXPERIENCE IN MARTIAL ARTS OR FITNESS TRAINING

School, System or Style \_\_\_\_\_ How Long \_\_\_\_\_

Your Rank \_\_\_\_\_ Other System or Styles: \_\_\_\_\_

Reason for Leaving Former School \_\_\_\_\_

Describe your goal in the Martial Arts \_\_\_\_\_

\_\_\_\_\_

Describe your reason for enrolling \_\_\_\_\_

## **Release and Waiver of Liability and Indemnity Agreement**

(Read Carefully Before Signing)

In consideration of being permitted to participate in any way in the Martial Arts Program indicated below 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:

1. The parent(s) and/or legal guardian(s) will instruct the minor participant that prior to participating in the below martial arts activity or event, he or she should inspect the facilities and equipment to be used, and if he or she believes anything is unsafe, the participant should immediately advise the officials of such condition and refuse to participate. I understand and agreed that, if at any time, I feel anything to be UNSAFE, I will immediately take all precautions to avoid the unsafe area and REFUSE TO PARTICIPATE further.
2. I/WE fully understand and acknowledge 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, paralysis and death.
  - (b) The social 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 Releasees named below.
  - (d) There may be other risks not known to us or are not reasonably foreseeable at his time.
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 of the Releasees named below.
4. I/WE HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE 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, all for the purposes herein referred to as "Releasee"...FROM 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 OF THE PARTICIPANT OR DAMAGE TO PROPERTY, ARISING OUT OF OR RELATING TO THE EVENT(S) CAUSED OR 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 EVENT(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 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.
7. On behalf of the participant and individual, the undersigned partner(s) and/or legal guardian(s) for the minor participant executes this Waiver and Release. If, despite this release, the participant makes a claim against any of the Releasees, the parent(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 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.

Martial Arts School: Combate Xtreme MMA Academy LLC

### Release and Waiver of Liability and Indemnity Agreement (continued)

\_\_\_\_ You must agree to abide by all posted and verbal rules. Personal protective gear is required for many of the lessons and events. Failure to bring the required protective gear will require student to sit out of the training that may cause them any unnecessary bodily harm. **Your safety and the safety of others is our number one priority.** Any sign or symptom of a contagious illness or disorder must be disclosed to Combate Xtreme MMA Academy LLC staff so we can suspend your account for the length of time necessary for healthy and safe continuance of training. Customer must be symptom free in order to resume training. An example of such situation is ring worm, staff, pneumonia, flu or other such contagion. The medical situation will remain confidential.

\_\_\_\_ **Parents must directly supervise all children under the age of 15, they bring into the Combate Xtreme MMA Academy due to the dangerous nature of this gym environment. After three verbal warnings, the parent may be asked to never bring the child back into the academy for their own safety and welfare. The rule of 3 applies at this facility. There will always be at a minimum three people in the facility where a child is present. This includes all spaces or rooms within Combate Xtreme MMA Academy LLC.**

\_\_\_\_ If a staff member isn't present, no clients or guest may attempt new exercises without an able adult to assist or call emergency personnel in case of any injury or incapacitation.

\_\_\_\_ If enrolled in a membership with an automatic payment program, you must provide written notice 2 weeks prior to your scheduled payment in order to allow time for cancellation. If notice is not given prior to the deduction, payment will NOT be refunded.

\_\_\_\_ Any unlimited membership with a training commitment under the 3, 6, or 12 month programs are not cancelled without orders or medical reason. These programs grant a significant discount due to the time committed.

\_\_\_\_ If enrolled in our 24 hour fitness program, a key will be assigned. If lost the fee for replacing the lost key is \$25. The key must be returned at conclusion of the use of our gym. If the key is not returned upon termination, a fee of \$25 will be charged to your account or card on file.

Participant Signature \_\_\_\_\_ Date \_\_\_\_\_

Parent or Guardian Signature (if minor) \_\_\_\_\_

Printed Name of Participant \_\_\_\_\_

Address of Participant \_\_\_\_\_

Received by \_\_\_\_\_  
CXMAAA Signature/ Printed Name/ Date



### Privacy Release

I, \_\_\_\_\_, do/ do not (circle one) hereby grant Combate Xtreme MMA Academy LLC and any assigns, licensees, and legal representatives of the Combate Xtreme MMA Academy LLC, the irrevocable right to use my name (or any fictional name), picture, portrait, or photograph in all forms and media in all manners, including composite or distorted representations, for advertising, trade, or any other lawful purposes, and I waive any right to inspect or approve the finished version(s), including written copy that may be created in connection therewith. I am of lawful age and or I am the legal guardian of the above named. I have read this release and am fully familiar with its contents.

\_\_\_\_\_  
Grantor or Legal Guardian

\_\_\_\_\_  
Combate Xtreme MMA Academy LLC

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Tanning and Sauna Addendum- Only required if applying for these services.

Tanning bed rules: Please initial in each blank.

\_\_\_\_ Missouri state law mandates that parental consent must be granted in person and in writing once a year in any case of a minor 17 years of age and younger. State law prohibits users under the age of 15 regardless of parental consent.

\_\_\_\_ Beds must be wiped down with approved cleaners provided immediately after use.

\_\_\_\_ Only approved lotions may be used when using the training centers tanning beds.

\_\_\_\_ Approved eye protection must be worn while in the tanning bed.

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Sauna rules: Please initial in each blank.

\_\_\_\_ Must wear a minimum of a t-shirt, shorts, and flip flops or socks. No bare feet.

\_\_\_\_ Must sanitize your area of use prior to leaving the sauna.