

## Front Line Jiu Jitsu Academy

Sudley Manor Square Shopping Center UNIT #7831 MANASSAS, VA 20109

## RELEASE, WAIVER AND CONSENT AGREEMENT FOR MEMBERS AND NON-MEMBER PARTICIPANTS

This document is a legal agreement affecting your rights and responsibilities. Please read it carefully before signing. The signatory accepts its terms freely and without reservation.

1. In consideration for being permitted by FLJJA, LLC to utilize its facilities, participate in events, and receive martial arts instruction, I, individually on behalf of myself and anyone claiming by or through myself or my parent or guardian, hereby agree to hold harmless, release, indemnify and forever discharge FLJJA, LLC, its owners, officers, directors, employees, instructors, agents and authorized representatives from any and all responsibility or liability, claim or loss, including loss of property, damage, personal injury, or expense incurred by myself or my parent or guardian, and arising from my execution of this agreement, participation in any program or event offered by or taking place on the premises of FLJJA, LLC, including but not limited to any injury or damage caused by the negligence or gross negligence of FLJJA, LLC, its instructors, other participants, members, students, agents, employees, operators, or authorized representatives. I specifically understand and agree that I am assuming the risk of any and all injuries that I may suffer including death or incur as a result of my participation in any program or event offered by FLJJA, LLC. I am voluntarily participating in these activities with knowledge of the dangers involved. I hereby agree to expressly assume and accept any and all risks of injury or death. In case of any accident, I agree that I will be examined at my sole expense by a licensed physician who shall report in writing to both myself and FLJJA, LLC.

2. I do hereby further declare myself to be physically sound and suffering from no conditions, impairment, disease, infirmity or other illness that would prevent my participation in any of the activities contemplated by this agreement. I do hereby acknowledge that I have been informed of the need for a physician to approve my participation in any of the activities contemplated by this agreement. I also acknowledge that FLJJA, LLC has recommended that I have an annual or more frequent physical examination and consultation with my physician related to martial arts physical activity so that I might have his/her recommendations concerning my participation in such activities. I acknowledge that I have either had a physical examination and been given my physician's permission to participate in martial arts, or that I have decided to participate in such activities without the approval of my physician, and do hereby assume all responsibility for my participation in such activities.

3. I understand and acknowledge that martial arts and related activities involve skills and training which include violent and sudden movements, and that in connection with the training and instruction, there will be physical contact between instructors and participants and between and among myself and other Participants. I understand and acknowledge that such contact may result in personal injury to the participant, despite precautions taken by FLJJA, LLC to avoid such injuries. I acknowledge that martial arts instruction has the potential for serious injuries including but not limited to knee, head, neck, joint or spinal injuries, and includes intense cardiovascular exercise which should not be undertaken by individuals with heart defects or high blood pressure.

4. I understand and knowingly and voluntarily assume any and all of the inherent dangers and risks of martial arts instruction and training, and related activities, and I am aware of the basic safety rules for such activities. I assume responsibility for my own physical fitness and capability to use the facility safely. I understand that a physician should be consulted before commencement of any martial arts program.

- 5. I further expressly agree 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 aforementioned activities and/or events are conducted and that if any portion is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.
- 6. I understand that at this event or related activities, I may be photographed and/or recorded. I hereby authorize FLJJA, LLC and its owners, staff, representatives, and assignees to photograph me and/or use our images and/or voice recordings without restriction and to utilize such photographs and/or voice transcriptions for any commercial purpose, including but not limited to the promotion and marketing of the school, and I agree that I shall not be entitled to receive any compensation whatsoever of any kind as a result of such use. Any photograph or recording taken of me is solely owned by FLJJA, LLC and I hereby permanently relinquish any and all claims to the photographs and/or recordings.
- 7. I understand that I will be charged monthly starting the day I sign up with FLJJA, LLC. I agree that I will give 30 days notice if for any reason I need to cancel or suspend my membership. I understand that cash payments are non-refundable.

By providing my electronic signature, I agree that I have read this release, waiver and consent agreement, understand it, and sign it voluntarily, that I am at least eighteen years of age and fully competent; that no oral statements apart from this agreement have been made; and I expressly agree that this agreement is intended to be as broad and inclusive as permitted by the laws of the Commonwealth of Virginia.

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