

ASSUMPTION OF RISK, WAIVER AND RELEASE OF LIABILITY, AND INDEMNIFICATION AGREEMENT

Please read this document carefully. By signing this document, you are waiving certain legal rights, including the right to sue.

1. PARTIES INVOLVED

- Instructor/Trainer: **Brandon Mercado / BMBJJ Owner**
- Participant Name: _____
- Date of Agreement: _____

2. DESCRIPTION OF ACTIVITIES

I, the undersigned, understand that I have engaged the services of the Instructor to receive private instruction, coaching, and training in Brazilian Jiu-Jitsu (BJJ), grappling, and related physical fitness and conditioning.

3. ASSUMPTION OF RISK

I understand that Brazilian Jiu-Jitsu is an inherently dangerous, full-contact martial art. I acknowledge that participation in these activities involves substantial risks of serious bodily injury, permanent disability, paralysis, or death. Risks may include, but are not limited to: severe joint sprains, muscle strains, ligament tears, broken bones, concussions, skin infections (e.g., staph, ringworm), and injuries caused by physical contact with the Instructor, other students, mats, or equipment. I voluntarily assume all risks, both known and unknown, associated with my participation.

4. RELEASE AND WAIVER OF LIABILITY

I hereby release, discharge, and hold harmless the Instructor from all claims or causes of action, including those arising from negligence. This covers personal injury, property damage, or wrongful death occurring during training.

5. MEDICAL AUTHORIZATION AND EXPENSES

I certify that I am in good physical condition and have consulted a physician. In an emergency, I authorize the Instructor to secure medical care and accept full financial responsibility for all related costs.

6. INDEMNIFICATION

I agree to indemnify, defend, and hold harmless the Instructor against any claims, damages, liabilities, or legal fees arising from my participation in these activities.

7. GOVERNING LAW AND SEVERABILITY

This agreement is governed by Florida law. If any portion is found unenforceable, the remainder stays in effect.

I HAVE READ THIS AGREEMENT AND UNDERSTAND I AM WAIVING SUBSTANTIAL RIGHTS, INCLUDING THE RIGHT TO SUE.

Participant Signature: _____ **Date:** _____

PARENT OR GUARDIAN SIGNATURE (If Participant is under 18)

I confirm I am the parent/guardian, have read this document, and consent to the participant's involvement, agreeing to the release and indemnification terms.

Parent/Guardian Signature: _____ **Date:** _____