

**RELEASE, WAIVER, AND INDEMNIFICATION AGREEMENT
PLEASE READ CAREFULLY BEFORE SIGNING
ELITE BOXING ACADEMY, LLC REQUIRES THIS FORM TO BE SIGNED BEFORE
PARTICIPATION IN ANY ACTIVITY PROVIDED BY ELITE BOXING ACADEMY,
LLC. IF THIS FORM IS NOT SIGNED, YOU OR YOUR CHILD OR WARD WILL
NOT BE ALLOWED TO PARTICIPATE.**

LET US KNOW IF YOU HAVE ANY QUESTIONS.

**If you are signing on behalf of a minor, both parents must sign.
In the case of a single parent home, custodial parent must sign.**

You agree to release, waive, hold harmless, and indemnify Elite Boxing Academy, agents, employees, volunteers, contractors, and Mark K. Sainci (collectively referred to as "Releasees") from any and all liability which may accrue to you from your child's or ward's participation or your participation in any and all activities provided by Releasees, including but not limited to boxing training, kickboxing training, martial arts training, any other physical contact activity, any and all aerobic or exercise activity, any and all other physical training activities, and any and all other activities provided by Releasees.

This release waives all of your claims whatsoever, known or unknown, which may arise by virtue of your child's or ward's participation or your participation in any of the activities, including serious physical injury or death and damage to property, however such claim may arise including but not limited to breaches of duty (such as breach of the duty of care) and acts of current or future negligence by Releasees, their respective officers, employees, or agents, including, but not limited to, negligent care, supervision, or control. This release waives any of your claims whatsoever against the Releasees arising from the actions of any other participant in the activity or any other third party.

You agree to indemnify and hold harmless Releasees, their respective officers, employees, and agents against any claim, cause, loss, cost, or damage whatsoever, including attorney's fees, that arise from the above described activities or your child's or ward's participation in the above described activities, including but not limited to damages for injury to your child or ward or another person. This means, in part, that in the event something happens to your child or ward during his or her participation in the activities, and your child or ward decides to sue the Releasees, that you agree to pay any sums awarded to your child or ward, and to pay the Releasees attorney's fees occurred in the defense of any litigation. You are also agreeing to pay for any damage caused by your child or ward during participation in the activity.

Participation involves a risk of injury. By signing this form, you represent that you have considered the risks of your child's or ward's participation or your participation in the activities, have obtained any medical clearance necessary to participate, and you or your child or ward are able to participate without harm to you, your child or ward, or others. You represent that you or your child or ward will use any and all program equipment with care for himself or herself, yourself, other participants, and the surroundings. You have evaluated the risk of participation by your child or ward and grant permission for your child or ward to participate.

In the event of injury, all costs of emergency care are the responsibility of the participant or participant's legal guardian(s). No insurance is provided by Elite Boxing Academy, LLC, for injury to participants. You agree that all claims for reimbursement of medical care costs, including emergency transportation, for you or your child or ward, are hereby waived.

A number of inherent risks are associated with participation in boxing, kickboxing, martial arts, other physical contact activities, and other exercise activities. You agree that you understand that inherent risks may result in serious injury, including permanent disability or death and severe social and economic loss. You recognize and understand that such risk may be due to your own actions, the actions of others, the inaction or negligence of others, the regulations of participation, the conditions of the premises or of any of the equipment used. You recognize that there may be other risks that are not known to you or to others and that are not reasonably foreseeable due to the nature of the activities involved. You agree to assume all the foregoing risks and accept personal responsibility for any damages that may result from injury, permanent disability, or death. You certify that you or your child or ward are in good physical condition, have no disease, injury, or other condition that would impair performance or physical and mental well-being during the activities involved.

This permission to participate and hold harmless is given in partial consideration for you and your child or ward being allowed to participate in the activities described, and binds yourself, your personal representatives, and any heirs or assigns.

In the event a court of competent jurisdiction declares any part of this indemnification agreement to be invalid, the balance of the agreement shall be deemed to survive and be binding upon you.

Print Name of Participant: _____
Signature of Participant: _____ Dated: _____
Signature of Parent/Guardian: _____ Dated: _____
Signature of Parent/Guardian: _____ Dated: _____
Address: _____ Telephone: _____

Elite Boxing Academy, LLC

By: _____ Dated: _____
Instructor