

## ASSUMPTION OF RISK, WAIVER AND RELEASE OF LIABILITY, AND INDEMNITY AGREEMENT

**DECLARATIONS:** This Agreement is entered into between Rampart Academy Jiu Jitsu, its Staff and the undersigned. The Martial Arts training services provided by The Staff at Rampart Academy Jiu Jitsu and the Students' use of any premises, facility or equipment, are contingent upon the signing of this Agreement.

**ASSUMPTION OF RISK:** I, or I on behalf of my minor child, have been informed of and I understand the various aspects of the Activities are inherently dangerous and that while participating in the Activities I could sustain serious property and/or personal damage, injury, trauma, unwanted contact or harassment by third parties, illness, loss, disability or even death as a consequence of the actions, inactions or negligence of others, conditions of facilities and/or equipment used, and that there may be other risks known or not known to me or not reasonably foreseeable at this time. I further understand and agree that any property and/or personal damage, injury, trauma, unwanted contact or harassment by third parties, illness, loss, disability or death that I may sustain by any means are not the responsibility of Instructor, its affiliates, agents, employees, shareholders, officers, directors, or management, except to the extent of Instructors criminal acts, gross negligence or willful misconduct. I, or I ON BEHALF OF MY MINOR CHILD, EXPRESSLY ASSUME ALL SUCH RISKS, KNOWN AND UNKNOWN, INHERENT OR NOT, AND WHETHER DESCRIBED, ASSOCIATED WITH THE ACTIVITIES FOR MYSELF OR MY MINOR CHILD.

I understand that if I engage in any physical exercise or activity, including Martial Arts/Jiu Jitsu, or enter any premises or use any facility or equipment on the premises for any purpose, I do so at my own risk and assume the risk of any and all injury and/or damage I may suffer, whether while engaging in physical exercise or not. This includes injury or damage sustained while and/or resulting from using any premises or facility, or using any equipment, whether provided to me by the Staff or otherwise, including injuries or damages arising out of the negligence of the instructor, whether active or passive, or any of Staff affiliates, employees, agents, representatives, successors, and assigns. My assumption of risk includes, but is not limited to, my use of any exercise equipment (mechanical or otherwise), or other areas, locker rooms, sidewalks, parking lots, stairs, lobby or other general areas of any facilities, or any equipment. I assume the risk of my participation in any activity, class, program, instruction, or event, including but not limited to warmups, walking, jogging, running, aerobic activities, self-defense activities, martial arts activities, or sparring. I agree that I am voluntarily participating in the aforementioned activities and assume all risk of injury, illness, damage, or loss to me or my property that might result, including, without limitation, any loss or theft of any personal property, whether arising out of the negligence of the staff or otherwise.

**RELEASE:** I agree on behalf of myself (and all my personal representatives, heirs, executors, administrators, agents, and assigns) to release and discharge Rampart Academy Jiu Jitsu (and its staff, affiliates, related entities, employees, agents, representatives, successors, and assigns) from any and all claims or causes of action (known or unknown) arising out of the negligence of Staff, whether active or passive, or any of Staff affiliates, employees, agents, representatives, successors, and assigns. This waiver and release of liability includes, without limitation, injuries which may occur as a result of (a) my use of any exercise equipment or facilities which may malfunction or break, (b) improper maintenance of any exercise equipment, premises or facilities, (c) negligent instruction or supervision, including personal training, (d) negligent hiring or retention of employees, and/or (e) slipping or tripping and falling while on any portion of a premises or while traveling to or from personal training, including injuries resulting from Trainer's or anyone else's negligent inspection or maintenance of the facility or premises.

**INDEMNIFICATION:** By execution of this agreement, I hereby agree to indemnify and hold harmless Rampart Academy Staff from any loss, liability, damage, or cost Staff may incur due to the provision of my training by the Staff.

**ACKNOWLEDGMENTS:** I expressly agree that the foregoing release, waiver, assumption of risk and indemnity agreement is intended to be as broad and inclusive as permitted by the Law in the State of New Jersey and that if any portion thereof is held invalid, it is agreed that the balance, shall notwithstanding, continue in full legal force and effect. I acknowledge that Martial Arts Staff offer a service to their students encompassing the entire recreational and/or fitness spectrum. This release is not intended as an attempted release of claims of gross negligence or intentional acts.

**I acknowledge that I have carefully read this waiver and release and fully understand that it is a release of liability, express assumption of risk and indemnity agreement. I am aware and agree that by executing this waiver and release, I am giving up my right to bring a legal action or assert a claim against Martial Arts Staff for staff negligence, or for any defective product used while receiving training or instruction from the Martial Arts Staff. I have read and voluntarily signed the waiver and release and further agree that no oral representations, statements, or inducement apart from the foregoing written agreement have been made.**

\_\_\_\_\_  
Student's Printed name & Phone #

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Parent (if under 18)

\_\_\_\_\_  
DATE