

RELEASE AND INDEMNITY

Easton Training Center Boulder

I understand, acknowledge and agree that:

1. Jiu-Jitsu, Thai boxing, mixed martial arts and other forms of martial arts and fitness training are strenuous activities involving physical contact and may also involve the practice of techniques designed to subdue and control an opponent.
2. I understand that it is advisable that I have a medical examination by a qualified physician before participating in martial arts or any other physical activity. I represent and warrant that I am fit to participate in strenuous physical activities such as martial arts and have no physical disabilities affecting or limiting my ability to do so.
3. No representations or warranties upon which I have relied have been made to me by any agent, owner, instructor or representative of or anyone associated with Easton SDI, LLC, Easton SDI2, LLC, Easton SDI3, LLC, Easton BJJ, Arvada, Kline1, LLC, Easton Stolzman, LLC Easton-SDI Management, Inc., HIGH ALTITUDE MARTIAL ARTS INC., Easton Brazilian Jiu-Jitsu or Easton Training Center (including all parties doing business under the trade name or trademark "Easton Brazilian Jiu-Jitsu" or "Easton Training Center") or Amal Easton or any of their respective affiliates, agents, successors or assigns (collectively, the "Company") regarding the safety of the practice of martial arts or any other related physical activity.
4. I recognize, accept and assume all risk of injury associated with practicing, participating in, traveling to or returning from any practice, class, seminar, lesson, competition or athletic event held by, associated with, or sponsored by the Company. Without limiting the foregoing, I ASSUME ALL RISKS KNOWN OR UNKNOWN ASSOCIATED WITH PRACTICING MARTIAL ARTS AND OTHER PHYSICAL ACTIVITY.
5. On behalf of myself, my successors, assigns, heirs, personal representatives and all persons claiming by, through or under me, I hereby fully and forever release, waive, relinquish and discharge the Company and its instructors, subsidiaries, affiliates and all past and present employees, officers, directors, shareholders, managers, members, agents, nominees, attorneys, successors and assigns (collectively, the "Company Parties") from any and all claims, losses, liabilities or demands of any nature whatsoever in law or in equity, for injury or death to me regardless of whether arising during or after my membership or participation in the activities of the Company when directly or indirectly arising out of or resulting from any instruction, training, practice, class, seminar, lesson, competition or event of the Company, including, without limitation, traveling to, participating in or returning from any such event.
6. I shall hold harmless, defend and indemnify the Company Parties from and against any and all claims, losses, liabilities or demands (including, without limitation, attorney's fees) regardless of whether arising during or after my membership or participation in activities of the Company, when directly or indirectly arising out of or resulting from my acts or omissions in connection with the practice, instruction or use of or participation in the martial arts or the activities of the Company.
7. I hereby grant to the "Company and its assigns the irrevocable right and permission, to use, reuse, publish and republish, and otherwise reproduce, modify and display my name and/or the likeness(es) of me, with or without other persons, that are included in any photograph(s), video(s), artistic rendering(s) or other representations that the Company will make, has made, has had made or has otherwise obtained, to copyright the same, in its own name or otherwise, in whole or in part, individually or in conjunction with likenesses of other persons, and in conjunction with any copyrighted or copyrightable matter, in any and all print, electronic, digital and other media now or hereafter known, for use, distribution, advertisement, publication, promotion, merchandising, and commercial exploitation in any medium, whether now known or hereafter created; and to use my name in connection therewith if the Company so chooses.
8. I understand and agree that my participation in any classes, lessons, practice, training, competitions or events held or sponsored by the Company is expressly conditioned upon my agreement to the foregoing terms and conditions. I understand and agree that this Release and Indemnity, among other things, releases the Company from responsibility for my injuries or death and makes me responsible for injuries to or death of others caused by me.

If for a Minor:

(minor's name)

The undersigned represents and warrants that he/she is the guardian of the above-named minor and is signing this Release and Indemnity in such capacity.

By: _____
(signature)

Name: _____
(print) (date)

Phone Number: _____

By: _____
(signature)

Email: _____