

WAIVER OF LIABILITY

In consideration of being permitted to participate in any way in the program indicated below and/or being permitted to enter for any purpose any restricted area (here in defined as any area where in admittance to the general public is prohibited), the Participant or, if appropriate, the parent(s) and/or legal guardian(s) of the minor Participant named below (collectively, "I" or "Me") agree:

1 I will inspect the facilities and equipment to be used, and if I believe anything is unsafe, immediately advise the officials of such condition and refuse to participate. I understand and agree that, if at any time, I feel anything to be UNSAFE; I will immediately take all precautions to avoid the unsafe area and REFUSE TO PARTICIPATE further.

2. I fully understand and acknowledge that:

- A There are risks and dangers associated with participation in martial arts and self defense and related activities which could result in bodily injury partial and/or total disability, paralysis and death.
- B Martial arts and self defense activities involve close personal contact, and there is a possibility of infection or disease through such contact with instructors, other students, or otherwise.
- C The social and economic losses and/or damages, which could result from these risks and dangers described above, could be severe.
- D These risks and dangers may be caused by My action, inaction or negligence or the action, inaction or negligence of others, including, but not limited to, other participants or the Releasees named below.
- E There may be other risks not known to Me or that are not reasonably foreseeable at this time.

3 I accept and assume such risks and responsibility for the losses and/or damages following such injury, disability, paralysis or death, however caused and whether caused in whole or in part by the negligence of the Releasees named below.

4 I HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE PARAMOUNT BRAZILIAN JIU-JITSU, LLC, or the owner or owners of the facility, and, to the extent applicable, any licensor of materials presented by such entities, including their respective owners, managers, promoters, lessees of premises, premises and event inspectors, underwriters, consultants, employees, instructors and others who give recommendations, directions or instructions, and each of them, their directors, officers, agents, employees, all for the purpose herein referred to as "Releasees" (and each a "Releasee") From all liability to the undersigned, My personal representatives, assigns, executors, heirs and next to kin for any and all claims, demands, losses or damages and any claims or demands therefore on account of any injury, including but not limited to the death of the participant or damage to property, arising out of or relating to events(s) caused or alleged to be caused in whole or in part by the negligence of the Releasee or otherwise.

5 I HEREBY acknowledge that THE ACTIVITIES MAY BE DANGEROUS and involve the risk of serious injury and/or death and/or property damage. Each of THE UNDERSIGNED also expressly acknowledges that INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE RELEASEES.

6 EACH OF THE UNDERSIGNED further expressly agrees that the foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the Commonwealth of Pennsylvania and that if any portion is held invalid, it is agreed that the balance shall notwithstanding continue in full legal force and effect.

7 On behalf of the participant and individually, the undersigned partners(s) and/or legal guardian(s) for the minor participant executes this Waiver and Release. If, despite the release, the Participant makes a claim against any of the Releasees, the parents(s) and/or legal guardian(s) will reimburse such Releasee for any money which they have paid to the Participant, or on his behalf, and hold them harmless.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

By Execution of this document, I hereby give permission to Paramount Brazilian Jiu-Jitsu, LLC to photograph My activities in generally accessible, non-private areas of its facility, and to use such photographs for legitimate business purposes without compensation to Me.

Student Signature _____

Parent or Guardian Signature (if minor) _____

Printed Name of Participant _____