

## Fight Academy Pasadena, Inc Participation Agreement, Release and Assumption of Risk

In consideration of the services of , their agents, owners, officers, volunteers, participants, employees and all other persons or entities acting in any capacity on their behalf, I hereby agree to release, indemnify, and discharge, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

I acknowledge that my participation in martial arts, including training and/or instruction entails known and unanticipated risks that could result in serious physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

THE RISKS INCLUDE, AMONG OTHER THINGS: Strains, sprains, cuts, bruises, muscle soreness, and fractures; musculoskeletal injuries including head, neck, and back; injuries to internal organs; dehydration; permanent disability; the possibility of eye damage or loss of hearing; the failure to work out safely or within one's own ability or within designated area; negligence of other people exercising; and the risk of emotional and psychological injuries or physical damage associated with this activity

Furthermore, employees and contractors have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the participant's ability to continue training or participant's injury level. They may give incomplete warnings or instructions, and the equipment being used might malfunction.

I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.

I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless from any and all claims demands, or causes of action, which are in any way connected with my participation in this activity or my use of 's equipment or facilities, INCLUDING ANY SUCH CLAIMS WHICH ALLEGE NEGLIGENT ACTS OR OMISSIONS OF .

Should or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.

In the event that I file a lawsuit against, I agree to do so solely in the state of California, and I further agree that the substantive law of the state shall apply in the action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining document shall remain in full force and effect.

I ACKNOWLEDGE THAT IF ANYONE IS HURT OR PROPERTY IS DAMAGED DURING MY PARTICIPATION IN THIS ACTIVITY, I MAY BE FOUND BY A COURT OF LAW TO HAVE WAIVED MY RIGHT TO MAINTAIN A LAWSUIT AGAINST ON THE BASIS OF ANY CLAIM FROM WHICH I HAVE RELEASED HERIN.

**COVID 19 SPECIFIC:** Assumption of the Risk and Waiver of Liability Relating to Coronavirus/COVID-19 and other such communicable diseases.

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people.

Fight Academy Pasadena has put in place preventative measures to reduce the spread of COVID-19; however, Fight Academy Pasadena cannot guarantee that you or your child(ren) will not become infected with COVID-19. Further, attending Fight Academy Pasadena could increase your risk and your child(ren)'s risk of contracting COVID-19.

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that you may be exposed to or infected by COVID-19 by attending Fight Academy Pasadena and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at the Fight Academy Pasadena may result from the actions, omissions, or negligence of myself and others, including, but not limited to, Fight Academy Pasadena employees, volunteers, and program participants and their families.

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to my myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I may experience or incur in connection with my attendance at the Fight Academy Pasadena. On my behalf, and on behalf of my children, I hereby release, covenant not to sue, discharge, and hold harmless Fight Academy Pasadena its employees, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of the Club, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any Fight Academy Pasadena program.

I HAVE HAD SUFFICIENT OPPORTUNITY TO READ THIS ENTIRE DOCUMENT. I HAVE READ AND UNDERSTOOD IT, AND I AGREE TO BE BOUND BY ITS TERMS.

\*\*\*PARENT OR GUARDIAN'S ADDITIONAL INDEMNIFICATION (FOR PARTICIPANTS UNDER THE AGE OF 18). In consideration of my child ("Minor") being permitted by to participate in its activities and to use its equipment and facilities I further agree to indemnify and hold harmless from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such uses or participation by Minor.

Name \_\_\_\_\_ Your Date of Birth \_\_\_\_\_

Address \_\_\_\_\_ City/State/Zip \_\_\_\_\_

Email Address \_\_\_\_\_ Cell Phone \_\_\_\_\_

\*\*Minor \_\_\_\_\_ Date of Birth \_\_\_\_\_

\*\*Minor \_\_\_\_\_ Date of Birth \_\_\_\_\_

Signature \_\_\_\_\_ Today's Date \_\_\_\_\_