



### PARTICIPANT WAIVER AND RELEASE OF LIABILITY

*Read Carefully Before Signing*

#### **ANY PARTICIPANT OR PARTICIPANT GUARDIAN MUST COMPLETE THE FOLLOWING ACTIVITY RELEASE FORM**

Participant Name: \_\_\_\_\_  Male  Female Age \_\_\_\_\_

Parent / Guardian Name(s): \_\_\_\_\_ Parent / Guardian Phone Number(s): \_\_\_\_\_

Address (including city, state, and zip code): \_\_\_\_\_

In consideration of the opportunity to participate in any/all activities at Vanguard BJJ, LLC (Vanguard), including but not limited to, Brazilian Jiu Jitsu and all related martial arts, use of Ninja Warrior obstacles, use of the Bouldering Wall, and all other activity conducted at Vanguard in preparation for and/or after completion of participation in the preceding activities such as warm-up and cool-down activities (the Activities), I hereby agree to the following Waiver and Release of Liability (the Agreement):

**1. Waiver and Release of Liability:** My participation in the Activities is voluntary and subjects me to the possibility of physical injury (which could be minimal, serious, and/or result in death) and loss of or damage to my property (collectively, the Risks). Accordingly, I agree to the following:

a. I assume full responsibility for any/all damages, injuries (including death), or losses that I may sustain or incur, if any, while attending, engaging, practicing, participating or witnessing any Activity and/or certain event(s) occurring in or about the premises or at any offsite location. I hereby release and hold harmless Vanguard, its officers, directors, members, managers, employees, agents, volunteers, contractors, designers, and equipment manufacturers, including but not limited to, Ninjas on the Move, (collectively, the Releasees), from any/all claims, demands, losses, liability, damages, and attorney fees and costs whatsoever arising from, related to, or resulting from these Risks (the Claims), including those caused by the negligent acts or omissions of any/all of the Releasees.

b. I recognize the physical exertion involved in the Activities and attest and certify that I am physically fit to participate safely, and I have not been advised otherwise by a health care professional.

c. I recognize the inherent risk that is present in all Activities. I acknowledge that the Activities are a test of my physical and mental limits which carry with them inherent risks of physical injury. Inherent risks are risks that cannot be eliminated completely (without changing the challenging nature of the Activities) regardless of the care and precautions taken by Releasees. I further understand and acknowledge that any of these inherent risks may cause injury or injuries that could be minimal, serious, and/or result in death. Due to the nature of the inherent risks involved with the Activities, I acknowledge that I will not participate or attempt to participate in any Activities where I lack the required skill level to complete the Activity in a safe manner.

d. I agree to wear all protective equipment required while participating in the Activities, and I am fully aware and understand that Releasees do not have on or about the premises, or employ or contract with, any ordinary or emergency medical services.

e. I acknowledge that, in an attempt to mitigate the inherent risks involved in participating in the specific Activity of the Bouldering Wall, Releasees have implemented the following safety measures, which I acknowledge and agree to abide by:

- i. The Bouldering Wall is supervised by trained coaches who will monitor said activities;
- ii. Placement of padding around the Bouldering Wall;

- iii. Required training provided by Releasees with mandatory pass/fail test before participation.
- f. As between each of the Releasees and me, I will be solely responsible for any/all medical and related bills that I may incur because of any injury, as well as costs related to loss or damage to my property, that I may sustain as a result of my participation in the Activities, including those sustained on the premises where the Activities are conducted and while I am traveling to and from and throughout such premises, regardless of the location or mode of transportation.
- 2. Indemnification:** If Vanguard or any other Releasee was or is made a party, or is threatened to be made a party, to or is otherwise involved (including, without limitation, as a witness) in any Proceeding, defined as any completed, actual, pending or threatened action, suit, demand, claim or proceeding, whether civil, criminal, administrative or investigative (including an action by me or in my right) and whether formal or informal, in which Releasees are, was or becomes involved by reason of or related to the Activities, whether the basis of such proceeding is alleged action (or inaction) by Releasees, I shall hold harmless and indemnify Releasees from and against any and all losses, claims, damages, liabilities or expenses, including, without limitation, attorneys' fees, judgments, fines, witness fees, amounts paid in settlement and other expenses incurred in connection with such Proceeding including but not limited to (collectively, the Damages). Additionally, I expressly acknowledge and agree that indemnity under this provision is for any/all damages, including, without limitation, claims of personal or bodily injury and/or property damage.

**3. General Provisions:**

- a. I expressly agree that: (1) this Agreement shall be governed and construed according to the laws of the State of Michigan without regard to its conflict of laws provisions; (2) any action or proceeding concerning any Claim or the meaning or effect of any provision of the Agreement shall be conducted only in the federal or state courts located in Kent County, Michigan, and that for such purposes I expressly submit to the jurisdiction of such courts; and (3) I may consult with legal counsel before signing the Agreement.
- b. This Agreement contains the entire understanding between and among the parties concerning these matters. No waiver, modification, or amendment of any of the terms of this Agreement shall be effective unless made in writing and signed by the party to be charged.
- c. This Agreement shall be binding on my estate, heirs, executors, administrators, successors, and assigns, as well as any other party asserting a Claim on my behalf or on behalf of my estate.
- d. I hereby expressly agree that if any portion of this Agreement is held invalid, the balance of the Agreement shall nonetheless continue in full legal force and effect.

I warrant that I have read and understand that this Agreement involves my waiver and release of significant rights and my assumption of significant indemnification responsibilities in participating in the Activities.

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Signature of Participant

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Print Name

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Date

*Parent/Guardian must sign, along with Participant, if Participant is under the age of 18.*

If I am a Parent or Guardian of a Participant under the age of 18 who is participating in the Activities, I hereby give my approval for the Minor Child's participation in the Activities. I represent that the Minor Child is in good physical condition and acknowledge that I have reviewed, understood, and agree to the terms herein (such terms being interpreted as if they applied to both me and the Minor Child) and have legal authority to enter into this Participant Waiver and Release of Liability agreement on behalf of the Minor Child.

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Signature of Parent/Guardian

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Print Name

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Date