

RELEASE AND WAIVER OF LIABILITY

This document affects your legal rights. You must read and thoroughly understand it before you sign it.

This Assumption of Risk, Release and Waiver of Liability (the "Agreement") is entered into by the undersigned in favor of Northeast Brazilian Jiu-Jitsu Association, LLC, a Massachusetts limited liability company, and its owners, employees, agents, representatives, staff, volunteers (collectively, "Northeast BJJ"), and the facility or school where the Event is held, and its owners, employees, agents, representatives, staff, volunteers (collectively, "Host Facility"). The "Event" shall collectively include any and all activities organized or sponsored by Northeast BJJ, as well as any other activities that may occur on the property of the Host Facility, whether directly or indirectly related to the Event.

ASSUMPTION OF RISK. I hereby represent that I have full knowledge of the nature and extent of the risks inherent in the Event and that I am voluntarily assuming all risks, whether known or unknown. I understand that brazilian jiu-jitsu, martial arts and other related physical activities are inherently dangerous. I fully understand that the Event involves risks of serious bodily injury, including death, permanent disability, paralysis and serious injury to bones, joints, ligaments, muscles and tendons, which may be caused by my own actions or inactions, those of others participating in the Event, the conditions in which the Event takes place or the negligence of Northeast BJJ or the Host Facility. I represent that I am in good health and I suffer no disability or condition which renders my participation in the Event or other athletic activity medically inadvisable, or otherwise limits my ability to participate in such sport or athletic activity without restriction.

RELEASE AND WAIVER OF LIABILITY. In consideration of my participation in the Event, I, the undersigned, and on behalf of myself, my heirs, representatives, assigns, and next of kin do fully and forever release, waive, discharge, hold harmless and covenant not to sue Northeast BJJ and the Host Facility from any and all causes of action, claims, demands, losses or costs of any nature whatsoever, including but not limited to a claim of negligence which I, my heirs, representatives, assigns, and next of kin may now have, or have in the future against Northeast BJJ or the Host Facility on account of injury, death, property damage or accident of any kind arising out of or in any way relating to my participation in the Event, whether by the negligence of Northeast BJJ, the Host Facility or otherwise, to the fullest extent permitted by law.

In consideration of my participation in the Event I hereby authorize Northeast BJJ and the Host Facility to perform or obtain on my behalf first aid, emergency medical care, or admission to a hospital, for the treatment of any injuries that I may sustain while participating in the Event. I understand that the costs of any first aid, emergency medical treatment, ambulances, physicians' or hospital fees are mine alone and I hereby release and forever discharge Northeast BJJ and the Host Facility from any claim whatsoever that arises or may hereafter arise on account of any first aid, treatment or service rendered in connection with any activity associated with the Event.

In consideration of my participation in the Event I hereby grant and convey unto Northeast BJJ all rights, title and interest in any and all photographic images and video or audio recordings made by Northeast BJJ and I grant permission to Northeast BJJ to use any and all photographs and video or audio recordings taken of me, without notifying me, for purposes deemed appropriate and necessary by Northeast BJJ. I hereby waive any right to royalties, proceeds or other benefits or compensation arising from or related to the use of the photographs or video or audio recordings. I hereby agree to release, defend, and hold harmless Northeast BJJ from and against any claims, damages, or liability arising from or related to the use of the photographs or video or audio recordings.

This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, and I consent to the jurisdiction of said state. I expressly agree that this waiver and release is intended to be as broad and inclusive as permitted under the laws of the Commonwealth of Massachusetts, that if any portion hereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I, the undersigned, acknowledge that I have read this Agreement and that it is legally binding, I fully understand its terms, I understand that I have given up substantial rights by signing it, and sign it freely and voluntarily without any inducement.

PRINT NAME

X

SIGNATURE

DATE

Parent/Guardian Signature for Children under the age of 18

I hereby submit that I am the parent or legal guardian of the above named minor. I have read and understood every provision of this Agreement and I am legally competent to and freely enter into this Agreement on behalf of the minor and myself.

PRINT PARENT/GAURDIANS NAME

X

SIGNATURE OF PARENT OR LEGAL GUARDIAN

DATE