



RISE
WRESTLING

WAIVER FOR RISE WRESTLING

RISE
WRESTLING



ASSUMPTION OF RESPONSIBILITIES AND RISK: Boxing, fitness training, martial arts, self-defense, wrestling, etc. are all potentially dangerous activities. Bumps, bruises, scrapes, scratches, and soreness are commonplace, and most Members will encounter this sort of minor injury from time to time in their training. More serious injuries are possible, including fractured bones, broken bones, torn ligaments, though not all Members will encounter such serious injuries. There remains, despite safety precautions, the remote possibility of crippling injury or death, though this is certainly not expected in this program. I understand the above statements of risk, and I understand the rights and responsibilities of Members. I assume responsibility for my own safety (or the safety of my child), understanding and accepting the risks involved with training at the Center. Even if the instructor has informed me that no serious injuries have ever happened in this Center or with any of the Instructors, I understand that this does not mean that there is no possibility of harm. By assuming this risk, I completely absolve RISE MMA, all RISE MMA Instructors, staff, guests, Members, landlords, management companies, and any and all other parties of liability for my harm, unless intentionally caused in criminal conduct. In consideration of being permitted to participate in any way in any RISE MMA activities ("Activity") I, for myself, my personal representative, assigns, heirs, and next of kin

A. _____ Acknowledge, agree & represent that I understand the nature of the center's activities and that I am qualified, in good health, and in proper physical condition to participate in such activity. I further agree and warrant that if at any time I believe conditions to be unsafe, I will immediately discontinue further participation in the Activity.

B. _____ Fully understand that **A) Boxing and Fitness activities involve risks and dangers of serious bodily injuries, including permanent disability, paralysis, and death ("Risks"), B) these Risks and dangers may be caused by my own actions or inactions, the actions or inactions of other participating in the Activity, the conditions in which the Activity takes place, or the negligence of the "Released" named below, C) there may be other risks and social and economic losses either not known to me or not readily foreseeable at this time and I fully accept and assume all such risks and all responsibility for losses, costs, and damages I incur as a result of my participation or that of the minor in the Activity.**

C. _____ Hereby release, discharge, and covenant not to sue **RISE WRESTLING LLC, RISE WRESTLING** Instructors and employees, staff, guests, Members, landlords, owners, leasers of premises, management companies, and any and all other parties from all liability, claims, demands, losses, or damages on my account caused or alleged to be caused in whole or in part by the negligence of the Released or otherwise, including negligent rescue operations, and I further agree that if, despite this release and waiver of liability, assumption of risk, and indemnity agreement I, or anyone on my behalf, makes a claim against any of the Released, I will indemnify, save and hold harmless each of the Released from any litigation expenses, attorney fees, loss, liability, damage, or cost which any may incur as the result of such claim.

D. _____ In consideration of permission to participate in any training or practice instructed at **RISE WRESTLING** today and on all future dates, the property, facilities, and services provided by **RISE WRESTLING** and its employees, I on behalf of my heirs, personal representatives, or assign do hereby relieve, waive, discharge, and covenant not to sue **RISE WRESTLING**, its owners, employees, volunteers, independent contractors, and agents from liability from any and all claims arising from the ordinary negligence of **RISE WRESTLING** or any of the aforementioned parties. This agreement applies to 1) personal injury, including death, from accidents or illness arising from participation in the **RISE WRESTLING** activities including, but not limited to, organized activities, classes, observation, and individual use of facilities, premises, or equipment; and to 2) any and all claims resulting from the damage to, loss of, or theft of property.

E. _____ I understand that I may be photographed and/or filmed and authorize **RISE WRESTLING** and its representatives to use such photographs or recordings without compensation for them, for any purpose.

F. _____ I understand that **RISE WRESTLING** does NOT have a childcare program nor does **RISE WRESTLING** provide for the safety and care of children. I agree that I am responsible for ensuring the safety, care, and protection of any children under my care, should they be present with me on **RISE WRESTLING'S** premises, including adjacent sidewalks and parking lot areas. I also agree to provide a separate waiver for each minor child that may be on the **RISE WRESTLING'S** premises with me to participate in **RISE WRESTLING'S** classes or programs.

I have read this agreement, full understand its terms, understand I have given up substantial rights by signing it and have signed it freely and without any inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law, and agree that if any portion of this agreement is held to be invalid the balance, not withstanding, shall continue in full force and effect. If signing for a minor as a parent or legal guardian, I understand the nature of the Center's activities and the minor's experience and capabilities and believe the minor to be qualified, in good health, and in proper physical condition to participate in such Activity. I hereby release, discharge, covenant not to sue and agree to indemnify and save and hold harmless each of the Released from all liability, claims, demands, losses, or damages on the minor's account caused or alleged to be caused in whole or in part by the negligence of the Released or otherwise, including negligent rescue operations and further agree that if, despite this release, I, the minor, or anyone on the minor's behalf makes a claim against any of the Released named above, I will indemnify, save and hold harmless each of the Released from any litigation expenses, attorney fees, loss liability, damage, or costs any may incur as the result of such claims.

PRINTED NAME OF WRESTLER _____

SIGNATURE _____ **DATE:** _____

SIGNATURE OF PARENT/GUARDIAN (IF STUDENT IS A MINOR) _____ **DATE:** _____

PRINTED NAME OF PARENT/GUARDIAN _____