

Release, Liability WAIVER & Indemnity Agreement
(Read Carefully Before Signing)

In consideration of being permitted to participate in any way in the Martial Arts Program, as defined below, by Gracie Barra Costa Mesa ("GBCM"), currently located at 1304 Logan Ave., Costa Mesa, CA 92626 (the "Premises"), I, or, if a minor, the parent(s) and/or legal guardian of the minor participant named below (hereinafter, collectively, "I," "me" or "my"), enter into this Release, Liability Waiver and Indemnity Agreement ("Agreement") and hereby agree:

1. I am voluntarily seeking and consenting to participate in GBCM's Martial Arts Program, which is defined to include, but not be limited to, martial arts instruction and related training, including those in the arts of Brazilian jiu-jitsu, judo, ground fighting, grappling and other martial arts that commonly involve body contact with the ground as well as techniques such as chokes and joint locks; Muay Thai and other martial arts that commonly involve striking; mixed martial arts (MMA); self-defense training; and other martial arts that may be offered in the future and from time to time; physical, strength and/or cardio conditioning; yoga and other flexibility or meditative exercises; and other similar or related physical activities. I understand that the various activities of the Martial Arts Program may take place in, outside of, around and off the Premises, and I have the choice not to participate in any or all activities, events or competitions offered by GBCM.

2. I represent and warrant that I am either of proper physical condition to participate in the Martial Arts Program, understanding the demands and nature of the activities provided above, or accept full responsibility for my participation therein in my current physical state. I agree to disclose all medical conditions, ailments and other issues to GBCM prior to my participation in the Martial Arts Program and understand that my failure to do so further waives GBCM's liability from any and all injuries or other outcomes related to my continued participation in the Martial Arts Program.

3. I fully understand and acknowledge that THE ACTIVITIES OF THE MARTIAL ARTS PROGRAM ARE INHERENTLY DANGEROUS, such that:
A. There are risks and dangers associated with my participation in the Martial Arts Program that could result in bodily injury, partial and/or total disability, paralysis or death.
B. The social and economic losses and/or injuries that could result from these risks and dangers described above could be severe.
C. These risks and dangers may be caused by the action or inaction of myself or others, including, but not limited to, GBCM and/or other participants in the Martial Arts Program; the rules and regulations of the Martial Arts Program; or the nature of the facilities or equipment used.
D. There may be other risks and dangers not known to us or are not reasonably foreseeable at this time.

4. I understand, accept and assume the above risks and dangers, both known and unknown, and I assume full responsibility for the injuries, maladies, losses and/or damages resulting therefrom, however caused and whether caused in whole or in part by GBCM.

5. I understand and accept that I use any and all equipment and facilities "as-is" and at my own risk and peril, and I hold GBCM harmless from any and all consequences resulting therefrom, including, but not limited to, injury, malady, loss and death, regardless of the cause. I further understand that said use is voluntary and by my own choice, and I may refuse said use and/or request the use or application of alternative equipment and facilities, although GBCM is not obligated either to provide alternate accommodations or to compensate me for its refusal to do so.

6. From time to time, GBCM may host, organize or sponsor social and other extracurricular activities and events in, outside of, around and off of the Premises that may or may not be directly related to the Martial Arts Program. I understand that my involvement and/or participation in them is completely voluntary and agree that the terms of this Agreement shall extend to, and include, such events and activities.

7. In the event that GBCM provides transportation to the Premises or any other location where GBCM is conducting any activity, event or gathering, I understand that my consent to be transported is completely voluntary and hereby agree that GBCM shall not bear any liability for any injury, loss, destruction, death or any other similar or related consequence either to my person or my property during or as a result of such transportation, whether or not foreseeable and regardless of the cause. I further understand that GBCM is not obligated to provide any transportation whatsoever on any occasion, and I assume full responsibility for any injury, loss, destruction, death or other similar or related consequence either to my person or my property during or as a result of my choice of transportation.

8. I HEREBY FOREVER RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE GBCM, its affiliates, owners, managers, promoters, lessees, directors, officers, agents or employees, from all liability for any and all claims, demands, losses or damages arising out of or relating to the Martial Arts Program or any events or activities hosted, organized or sponsored by GBCM; any action or non-action undertaken by GBCM; all acts of negligence on the part of GBCM; or any rescue/emergency actions or medical treatment undertaken by GBCM, if any. This Agreement shall extend to my personal representatives, assigns, executors, heirs and next of kin.

9. I further expressly agree that this Agreement is intended to be as broad and inclusive as permitted by law. Any portion that is uncertain or challenged as to its validity or enforceability shall be interpreted so that it most closely reflects the intent of the parties in entering into this Agreement, to the greatest extent permitted by law. Otherwise, if any portion herein is held invalid or otherwise legally unenforceable by a court of competent jurisdiction, both GBCM and I agree that the remainder of this Agreement shall remain in full force and effect.

10. Should any legal dispute arise out of this Agreement, or regarding any subject matter contained herein, I agree to pay for all attorney's fees and costs reasonably incurred by GBCM in defense of any such dispute.

11. I agree to hold GBCM harmless and reimburse GBCM for any and all costs incurred on my behalf.

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

Name of Participant _____ Date _____

Signature: _____

Signature of Participant / Parent or Guardian (if minor) _____