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ELEMENT BJJ LLC. PARTICIPANT ASSUMPTION OF RISK, CONSENT TO PARTICIPATION, WAIVER OF LIABILITY AND RELEASE OF CLAIMS, AND INDEMNIFICATION AGREEMENT

**READ BEFORE SIGNING**

In consideration of you being permitted to be present in, at and/or around Element BJJ LLC. training facility, you hereby assume any and all risk of whatever nature, known or unknown, in connection with you being in, at, and/or around the Element BJJ training facility. Those risks include serious injury, death and property damage to yourself and those around you. Despite the potential hazards and dangers associated with being present in, at, and/or around the Element BJJ LLC. Training facility or participating in any activities in, at and/or around the Element BJJ LLC. training facility, you wish to be present at the Element BJJ LLC. training facility and engage in such activity. You voluntarily and freely accept and expressly assume all risks, dangers and hazards whatever they may be, whether known or unknown, hidden or apparent, even if arising from negligence, that could result in personal injury, death and damage to property. You represent that you are over the age of 18 and have the power and authority to agree to these terms which are a condition precedent of you being permitted to be in, at, and/or around the Element BJJ LLC. training facility.

**IF YOU DO NOT AGREE TO THE ABOVE, PLEASE LEAVE THE ELEMENT BJJ LLC. TRAINING FACILITY AND IMMEDIATE VICINITY NOW (IF APPLICABLE)**

This document affects your legal rights. You should read carefully. No person will be permitted to participate in any way in any activities in, at, and/or around the Element BJJ LLC. training facility without properly completing and signing this Assumption of Risk, Consent to Participation, Waiver of Liability and Release of Claims, and Indemnification Agreement (the “Agreement”) and returning it to Element BJJ LLC. training facility. Any person so participating without signing this document will be held to the terms of the document.

**IF PARTICIPANT IS UNDER EIGHTEEN (18) YEARS OF AGE, PARTICIPANT’S PARENTOR LEGAL GUARDIAN MUST COMPLETE AND SIGN THE PARENT/GUARDIANAGREEMENT ATTACHED**

In consideration of being allowed to be present in, at and/or around the Element BJJ LLC. training facility, or participate in any activities in, at and/or around the Element BJJ LLC. training facility, and for other good and valuable consideration the adequacy of which is hereby acknowledged, I, the undersigned, hereby agree to and accept all of the following on behalf of myself, my family, my heirs, personal representatives, successors and assigns:

**RISK OF SERIOUS INJURY AND DEATH/OWN RISK**

Jiu-Jitsu, martial arts, and any and all activities at the Element BJJ LLC. training facility are dangerous activities in which you can seriously injure yourself or others, or kill yourself or others, or be injured or killed by others. If you do not understand and freely assume these risks, do not train, spar or participate in any activities at the Element BJJ LLC. training facility. If you train, spar or participate in any activities at the Element BJJ LLC. training facility, you do so entirely at your own risk and agree to abide by and be subject to rules and conditions governing your access privilege.

Initial \_\_\_\_\_\_

**NO MEDICAL PERSONNEL/EQUIPMENT PRESENT, ETC. THERE IS NO MEDICAL PERSONNEL OR EQUIPMENT PRESENT AT THE ELEMENT BJJ LLC. TRAINING FACILITY. YOU ARE ENTIRELY RESPONSIBLE FOR ANY INJURY THAT RESULTS FROM TRAINING, SPARRING OR ANY ACTIVITIES IN, ON, OR AROUND THE ELEMENT BJJ LLC TRAINING FACILITY; THAT INCLUDES BEING ABLE TO PROTECT OR DEFEND YOURSELF, AND ADMINISTER OR PROVIDE ANY REQUIRED ON-THE-SPOT MEDICAL SERVICES IN THE EVENT YOU GET HURT. IF YOU DO NOT UNDERSTAND AND ACCEPT THIS RISK, DO NOT TRAIN, SPAR, AND/OR PARTICIPATE IN ANY ACTIVITY ON, OR AROUND THE ELEMENT BJJ LLC. TRAINING FACILITY.**

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**FULL WAIVER OF EVERYTHING AGAINST EVERYONE INVOLVED BY SIGNING THIS AGREEMENT, YOU ARE INDICATING THAT YOU HAVE READ AND FULLY UNDERSTAND THIS AGREEMENT. BY SIGNING THIS AGREEMENT, YOU ARE WAIVING ANY AND ALL CLAIMS OF ANY NATURE WHATSOEVER AGAINST THE FOLLOWING:**

(i) the owners and/or tenants of real property where the Element BJJ LLC. training facility is located;

And

(iii) Element BJJ LLC. , Bobby G. Ryan, and any of their affiliates, shareholders, members, managers, officers, directors, employees, agents;

(collectively in (i), (ii) , the “Released Parties”).

**YOU ARE HEREBY ARE RELEASING, THE RELEASED PARTIES FROM ANY AND ALL LIABILITY, THAT MAY ARISE IN CONNECTION WITH YOUR PRESENCE AT OR AROUND AN ELEMENT BJJ LLC TRAINING FACILITY, OR PARTICIPATION IN ANY ACTIVITIES IN OR AT AN ELEMENT BJJ LLC TRAINING FACILITY, INCLUDING, WITHOUT LIMITATION, ANY CLAIMS OR LIABILITY BASED ON NEGLIGENCE.**

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**ASSUMPTION OF RISK**

I understand and appreciate that the risk of injury from activities at an Element BJJ LLC. training facility is Significant and includes, without limitation, the risk of (1) minor injuries, such as scratches, bruises and sprains, (2) major injuries, such as joint and back injuries, broken bones, dislocated shoulders, heart attacks and concussions, (3) catastrophic injuries including, without limitation, paralysis and death and (4) being hit by or making contact with moving or stationary objects or people. I understand and appreciate that, while rules, equipment and personal discipline may reduce this risk, the risk of great personal injury at an Element BJJ LLC training facility, whether caused by me or caused by others, still exists, is inherent in such activities, and cannot be eliminated regardless of the care taken to around injuries. I acknowledge that training, sparring and/or being on and/or around the Element BJJ LLC training facility is a dangerous activity and that if I am at the Element BJJ LLC training facility, I may be in danger of serious injury or death.

**DESPITE THE POTENTIAL HAZARDS AND DANGERS ASSOCIATED WITH BEING PRESENT AT, IN AND/OR AROUND AN ELEMENT BJJ LLC TRAINING FACILITY OR PARTICIPATING IN ANY ACTIVITIES ON OR AT AN ELEMENT BJJ LLC TRAINING FACILITY OR AT ANY EVENT, I WISH TO BE PRESENT AT THE ELEMENT BJJ LLC TRAINING FACILITY AND ENGAGE IN SUCH ACTIVITIES. I VOLUNTARILY AND FREELY ACCEPT AND EXPRESSLY ASSUME ALL RISKS, DANGERS AND HAZARDS WHATEVER THEY MAY BE, WHETHER KNOWN OR UNKNOWN, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASED PARTIES THAT MAY ARISE FROM MY PRESENCE AT, ON AND AROUND THE ELEMENT BJJ LLC TRAINING FACILITY OR PARTICIPATION IN ACTIVITIES ON, AT OR AROUND THE ELEMENT BJJ LLC TRAINING FACILITY THAT COULD RESULT IN PERSONAL INJURY TO ME, LOSS OF MY LIFE AND DAMAGE TO MY PROPERTY.**

Initial \_\_\_\_\_\_

**CONSENT TO PARTICIPATION:**

I understand and willingly agree to comply with the rules, regulations and conditions for participation in activities at the Element BJJ training facility and incorporated herein by this reference. I agree that if I observe any unusual hazard during my presence at the Element BJJ LLC training facility, I will bring such hazard to the immediate attention of an Element BJJ training facility coach. I agree to carefully inspect and satisfy myself that the Element BJJ training facility is reasonably safe for its intended use. If I have any doubts as to such safety, I agree not to participate in activities In, at and/or around the Element BJJ LLC. training facility.

Initial \_\_\_\_\_\_

**WAIVER OF LIABILITY AND RELEASE OF CLAIMS:**

I do hereby release, remise and discharge each of the Released Parties, and covenant not to sue any of the Released Parties for or in connection with, and waive any liability of the Released Parties for, any and all claims (including, without limitation, the negligence of any of the Released Parties resulting in personal injury (including without limitation, death), accidents, illnesses and property loss), arising from or in connection with my presence at, on or around, or participation in activities in, at and/or around the Element BJJ LLC. training facility and/or any event. I intend for this waiver and release to also apply to my relatives, personal representatives, heirs, beneficiaries, and next of kin or assigns who might pursue any legal action or claim on my behalf. I understand that by signing this document I am giving up my right to sue any of the Released Parties.

Initial \_\_\_\_\_\_\_\_\_

**INDEMNIFICATION:**

I hereby agree to indemnify, defend (with counsel satisfactory to the Released Parties) and hold the Released Parties harmless from and against any liability, damage, cost or expense (including costs and reasonable attorneys’ fees and costs) occasioned by or arising out of any breach or alleged breach of this Agreement, or any claim, demand or action which is inconsistent with any warranty, representation, agreement or grant of rights made or assumed by me hereunder, or any claim, demand or action resulting from or allegedly resulting from my presence at or participation in activities in and/or at the Element BJJ LLC training facility, or any claim, demand or action with respect to personal injuries (including, without limitation, death),and, or damage to property, made for any reason in connection with my presence at or participation in such activities.

Initial \_\_\_\_\_\_\_\_\_

**OTHER TERMS AND CONDITIONS:**

1. Insurance. I acknowledge that the Released Parties do not provide accident, medical, liability, worker’s compensation insurance or any other insurance (“Insurance”) for my activities at the Element BJJ LLC. training facility. I agree to pay any and all costs incurred as a result of any medical treatment or other loss, damage or expense that I may suffer or cause others to suffer due to the presence of myself and/or any property that I bring on and/or around the Element BJJ LLC. training facility. The fact that a Released Party may or may not have Insurance shall not in any way give me an entitlement to make a claim against the Released Parties based on them having or not having Insurance or in any way reduce or diminish me having to take out Insurance if being insured is in any way something that I desire.

2. Arbitration; Attorneys’ Fees. I agree that I will arbitrate any and all claims arising out of my presence at or participating in activities in, at and/or around the Element BJJ LLC. training facility, according to the rules of the American Arbitration Association, and that any award will be final and binding upon the parties. I agree that the place of the arbitration shall be Denver, Colorado and that Colorado law will apply. In the event of arbitration or litigation this Agreement, the prevailing party shall, in addition to any other award of damage or other remedy, be entitled to attorneys’ fees and costs, incurred as a result of such arbitration or litigation.

3. Severability/Applicable Law. I agree that this Agreement is intended to be as broad and inclusive as is permitted by law and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. This Agreement shall be construed in accordance with, and governed by, the laws of the State of Colorado, without regard to its principles of conflict of laws. With respect to any and all non-arbitrable disputes, the Colorado courts (state and federal) only will have jurisdiction of any controversies regarding this Agreement and the parties hereto consent to the jurisdiction of said courts.

4. Acknowledgment of Understanding. I am \_\_\_ years of age. I have read the above, been given an opportunity to ask questions, and fully understand that this is a legal and binding document and that I am giving up substantial rights, including my right to sue or to make any claim for injuries or damages I might sustain while present at or participating in activities in or at and/or around the Element BJJ LLC. training facility. There are no other agreements, direct or collateral, written or oral, between the parties hereto governing the subject matter hereof. All prior negotiations, agreements, understandings and statements made between the parties hereto that have occurred prior to the execution of this Agreement are superseded by and merged in to this completely integrated Agreement in so far they relate to the subject matter of this Agreement. To the extent that I may have previously signed a release and waiver agreement relating to the Element BJJ LLC. training facility the terms most favorable to the Released Parties contained in the documents shall apply in the event of a conflict between the various documents. I acknowledge that I am signing this Agreement freely and voluntarily, and intend by my signature to be a complete and unconditional acceptance of the terms of this Agreement to the greatest extent allowed by law.

5. Headings. The paragraph headings of this Agreement are intended for convenience only, and shall not be of any effect in construing the contents of this Agreement.

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SIGNATURE ABOVE

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_­­­­­\_\_\_

PRINT NAME ABOVE

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

Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Emergency Contact (Name and Relationship): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**IF PARTICIPANT IS UNDER EIGHTEEN (18) YEARS OF AGE, PARTICIPANT’S PARENT OR LEGAL GUARDIAN MUST COMPLETE AND SIGN WHERE INDICATED BELOW.**

As the parent or guardian of the minor participant whose name and signature appear above (“Minor”), I hereby confirm that I have read all of this Agreement and accept each and every provision of the Agreement (including, without limitation, the provisions of the Agreement relating to assumption of risk, consent to participation, waiver of liability and release of claims, and indemnification) on behalf of myself (as if a direct signatory to the Agreement) as well as on behalf of the Minor, intending that the Agreement be irrevocably binding upon me, upon the Minor, and upon each of my and the Minor’s respective heirs, personal representatives, executors, administrators and assigns. I represent and warrant that I am at least eighteen (18) years of age, that I am the parent or legal guardian of the above Minor, and that I have legal authority to enter into this Agreement and to bind the Minor. Without limiting the foregoing, I hereby agree to defend, indemnify (with counsel satisfactory to the Released Parties) and hold the Released Parties (as defined in the Agreement) harmless from and against any liability, damage, cost, or expense (including costs and reasonable attorneys’ fees and costs) occasioned by or arising out of any breach or alleged breach of the Agreement, or any claim, demand or action which is inconsistent with any warranty, representation, agreement or grant of rights made or assumed by me hereunder or under the Agreement, or any claim, demand or action resulting from or allegedly resulting from my or the Minor’s presence at or participation in activities in, at, and/or around the Element BJJ LLC. training facility, or any claim, demand or action with respect to personal injuries (including, without limitation, death) or damage to property, made for any reason in connection with my or the Minor’s presence in, around and/or at the Element BJJ LLC training facility and/or participation in such activities.

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Email:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Emergency Contact (Name and Relationship): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Parent or Legal Guardian:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(if participant is under eighteen (18) years of age) Sign and Print Name