



## WAIVER OF LIABILITY/RELEASE AGREEMENT

In consideration of participating in any OLD SCHOOL IRON GYM activities, and for good and valuable consideration, I hereby agree to release and discharge from liability arising from the negligence of \_\_\_\_\_, the owners, directors, officers, employees, agents, volunteers, participants, instructors, personal trainers, and all other persons or entities acting for them (hereafter referred to as "Releasees"), on behalf of myself, spouse, children, parents, heirs, assigns, personal representative and estate, and also agree as follows:

### 1. STRENGTH TRAINING/ATHLETIC GYM ACTIVITIES

I acknowledge that health or fitness club activities involve known and unanticipated risks which could result in physical or emotional injury, paralysis or permanent disability, death, and property damage. Risks include, but are not limited to, musculoskeletal injuries, broken bones, and/or overuse injuries, injuries caused by equipment that breaks or otherwise fails; medical conditions resulting from physical activity; and damaged clothing or other property. I understand such risks simply cannot be eliminated, despite the use of safety equipment, without jeopardizing the essential qualities of the activity.

### 2. Use of Body Tempering implements

I acknowledge that the use of "body tempering" implements is completely voluntary. I also acknowledge that "body tempering" is NOT a medical, physical or rehabilitation procedure or service, and it's use has all of the inherent risks as is listed in paragraph 1. I further acknowledge that I have no specific training or certification in the use of body tempering implements or methods, and I am aware of the risks associated with its use.

### 3. MIXED MARTIAL ARTS/MARTIAL ARTS/KARATE/MUAY THAI/BOXING/KICK BOXING/BRAZILIAN JIU-JITSU/GRAPPLING/WRESTLING/JUDO/PROFESSIONAL STYLE WRESTLING ACTIVITIES

I acknowledge the existence for the potential of personal injury as a result of participating in exercise or using home-made exercise equipment and/or an activity such as Mixed martial arts, martial arts, karate, muay thai, boxing, kick boxing, Brazilian jiu-jitsu, grappling, wrestling, judo, "professional style" wrestling, personal fitness training, strength and conditioning and more, and that I am assuming this risk without liability to OLD SCHOOL IRON GYM, it's instructors, student instructors, volunteer instructors and gym managers and staff by executing this agreement and participating in said course of instruction.

### 4. SPARRING ACTIVITIES

I fully understand that if I engage in sparring at OLD SCHOOL IRON GYM, sparring is most definitely a **contact activity**, and I also fully understand that not only will I punch, kick, grapple, make contact with any barriers or fencing, engage in "pro-style wrestling maneuvers" including but not limited to "body slamming" "suplex" "spearing," BUT I will also be subjected to being punched, kicked, grappled, and placed in "pro-style wrestling maneuvers." I understand that it is not only possible, but highly probable that I will get injured participating in sparring, or I may injure others at OLD SCHOOL IRON GYM. I fully understand that sparring will involve physical contact, and controlled violence. Given that I am familiar with the given inherent violent nature of sparring as a means of putting the skills learned in class to the test, developing an extreme sense of self-confidence, overcoming fear, as well as many other positive goals, I agree not to hold OLD SCHOOL IRON GYM, or any instructors, agents, or employees of OLD SCHOOL IRON GYM liable for any injuries, illnesses, or any physical, emotional, or mental conditions occurred before, during or after sparring. Conditions include, but are not limited to sprains, strains, broken bones, head trauma, dental injuries, eye injuries, nasal injuries, ear injuries, gonad injuries, asthma attacks, post-traumatic stress disorder (or any other such mental disorders).

**5. ASSUMPTION OF RISK**

I expressly accept and assume all risks inherent in these activities or that might have been caused by the negligence of the RELEASEES. My participation in these activities is purely voluntary and I elect to participate despite the risks. In addition, if at any time, I believe that event conditions are unsafe or that I am unable to participate due to physical or medical conditions, then I will immediately discontinue participation.

**6. VOLUNTARY RELEASE**

I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless RELEASEES from all claims, demands, or causes of action which are in any way connected with my participation in this activity, or my use of their equipment or facilities, arising from negligence. This release does not apply to claims arising from intentional conduct. Should RELEASEES or anyone acting on their behalf be required to incur attorney’s fees and costs to enforce this agreement, I agree to indemnify and hold harmless for all such fees and costs.

**7. REPRESENTATION OF INSURANCE**

I represent that I have adequate insurance to cover any injury or damage I may suffer or cause while participating in this activity, or else I agree to bear the costs of such injury or damage myself. I further represent that I have no medical or physical condition which could interfere with my safety in this activity, or else I am willing to assume – and bear the costs of – all risks that may be created, directly or indirectly, by any such condition.

**8. VENUE**

If I file a lawsuit, I agree to do so solely in the state where Releasees’ facility is located, and I further agree that the substantive law of that state shall apply.

**9. SEVERABILITY**

I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

By signing this document, I agree that if I am hurt or my property is damaged during my participation in this activity, then I may be found by a court of law to have waived my right to maintain a lawsuit against the parties being released based on any claim for negligence.

I have had sufficient time to read this entire document and, should I choose to do so, consult with legal counsel prior to signing. Also, I understand that this activity might not be made available to me or that the cost to engage in this activity would be significantly greater if I were to choose not to sign this release, and agree that the opportunity to participate at the stated cost in return for the execution of this release is a reasonable bargain. I have read and understood this document and I agree to be bound by its terms.

Signature \_\_\_\_\_

Print Name \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_

State \_\_\_\_\_

Zip \_\_\_\_\_

Telephone \_\_\_\_\_

Date \_\_\_\_\_

PARENT OR GUARDIAN ADDITIONAL AGREEMENT

(Must be completed for participants under the age of 18)

In consideration of \_\_\_\_\_ (PRINT minor's names) being permitted to participate in this activity, I further agree to indemnify and hold harmless Releasees from any claims alleging negligence which are brought by or on behalf of minor or are in any way connected with such participation by minor.

Parent or Guardian \_\_\_\_\_

Print Name \_\_\_\_\_ Date \_\_\_\_\_

(If notarization is necessary, please sign & stamp this side of form.)