

RELEASE AND INDEMNIFICATION AGREEMENT

This document contains both a release agreement and an indemnification agreement. Please read carefully!

All of the following terms of this Release and Indemnification Agreement were agreed to by:

_____ on _____
Name Date

I hereby acknowledge that I have voluntarily applied to participate in or receive martial arts instruction and training from BJJ Lifestyle Academy, LLC or persons selected by them.

I am aware that my participation and involvement in martial arts instruction, training, and activity can be physically demanding and hazardous to me. I further understand that serious injury and even death can occur to persons who participate in or receive martial art instruction and in the activity of martial arts and that serious injury or death could happen to me as a result of my participating in and receiving martial arts instruction, training and activity. With this awareness and understanding in my mind, I agree to assume all of these risks and to bind myself, my heirs, next of kin, assigns and personal representative to the terms of this Release and Indemnification Agreement.

Release Agreement for injuries and damages caused by negligence

In consideration of being permitted to participate in, and receive martial arts instruction, training and activity by and with BJJ Lifestyle Academy, LLC, or those persons chosen by them, I, for myself and my personal representatives, heirs, assigns and next of kin, hereby release, waive and discharge BJJ Lifestyle Academy, LLC, their employee or agents (collectively "Released Parties") from all claims and liability to me, my personal representatives, assigns, heirs, and next of kin on account of injury to my person or property caused by the negligence of the Released Parties and arising out of:

- a) My participating in martial arts instruction, training, or activity with the Released Parties, including claims based upon or alleging injury or damage due to the Released Parties providing me unreasonable, imprudent, inadequate, improper or ineffective martial arts instruction; and
- b) My use of facilities or any instrumentality owned, possessed, operated, leased, controlled, maintained or used by any of the Released Parties for any purposes whatsoever.

READ AND SIGN BOTH SIDES

Indemnification Agreement

In consideration of being permitted to participate in and receive martial arts instruction, training, and activity, by and with BJJ Lifestyle Academy, LLC, and other persons chosen by them, and understanding that by agreeing to the foregoing Release Agreement, it is my intention that I give up my right to sue, make a claim against or seek damages from the Released Parties for injury to my person or property as specified above. I realize that, though I may be barred from making a claim against the Released Parties by virtue of the above Release Agreement, I may possibly be able to make claims against other persons or entities for such injury to my person or property and that these other persons or entities, may, in turn, make a claim or file suit against one or more of the Released Parties. In such event, I, for myself and my heirs, assigns, personal representatives and next of kin, agree that if any claim is made, or suit is filed, against any of the Released Parties (including, but not limited to any claim for indemnity, partial indemnity or contribution) by reason of any injury to my person or property subject to the above Release Agreement, then I will defend, indemnify and hold harmless the Released Parties from all losses and expenses relating to such claim or suit and shall pay all cost, expenses and attorney's fees that may be incurred by any of the Released Parties in defending such claim or suit and in enforcing the terms of this Release and Indemnification Agreement.

I hereby expressly agree that this Release and Indemnification Agreement is intended to be as broad and inclusive as permitted by the laws of the State of Missouri and that if any portion of it is held invalid, I agree that the balance shall, notwithstanding, continue in full legal force and effect.

I have carefully read the Release and Indemnification Agreement and am aware of its contents. I am aware that this document is a binding contract between myself and BJJ Lifestyle Academy, LLC with legal consequences. I have signed it of my own free will.

In witness whereof I have executed the Release and Indemnification Agreement on the day and year written herein.

Signature

Date

READ AND SIGN BOTH SIDES