

Release and Waiver of Liability and Indemnity Agreement

(Read Carefully Before Signing)

In consideration for being permitted to participate in the Martial Arts Program and/or Fitness Training Program (e.g., Brazilian Jiu-Jitsu, Cardio Kick, Muay Thai, Yoga, Massage Therapy, etc.) at the TNT Mixed Martial Arts Training Center located 1515 W. Deer Valley Rd, Suite B-105, Phoenix, AZ 85027, (which is owned, operated and managed by TNT Mixed Martial Arts LLC) the participant named below agrees as follows:

1. Prior to participating in any martial arts or fitness training activity or event, he or she will inspect the facilities and equipment to be used, and if he or she believes anything is unsafe, the participant will immediately advise the officials of such condition and refuse to participate. I understand and agree that, if at any time, I feel anything is UNSAFE, I will immediately take all precautions to avoid the unsafe area and REFUSE TO PARTICIPATE further.
2. I fully understand and acknowledge that:
 - a. There are risks and dangers associated with participation in martial arts and fitness training events and activities which could result in bodily injury partial and/or total disability, paralysis and death.
 - b. The social and economic losses and/or damages, which could result from these risks and dangers described above, could be severe.
 - c. These risks and dangers may be caused by the action, inaction or negligence of the participant or the action, inaction or negligence of others, including, but not limited to, the Releasees named below.
 - d. There may be other risks not known to me or not reasonably foreseeable at this time.
3. I accept and assume all such risks and responsibility for the losses and damages in the event of such injury, disability, paralysis or death, however caused and whether caused in whole or in part by the negligence of the Releasees named below.
4. I have been advised to consult a physician before participating in the Martial Arts Program and/or Fitness Training Program and I agree to accept all risks related to my physical condition.
5. I HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE THE TNT MIXED MARTIAL ARTS TRAINING CENTER, THE TNT MIXED MARTIAL ARTS LLC, THE OWNERS AND LESSEES OF THE PREMISES USED TO CONDUCT THE MARTIAL ARTS PROGRAM AND/OR FITNESS TRAINING PROGRAM (INCLUDING ANY RELATED EVENTS AND ACTIVITIES), AND EACH OF THEIR OWNERS, DIRECTORS, OFFICERS, MANAGERS, AGENTS, INSTRUCTORS AND EMPLOYEES (COLLECTIVELY REFERRED TO HEREIN AS "RELEASEES") FROM ALL LIABILITY TO THE UNDERSIGNED (INCLUDING WITHOUT LIMITATION, LIABILITY TO MY PERSONAL REPRESENTATIVES, ASSIGNS, EXECUTORS, HEIRS AND NEXT OF KIN) FOR ANY AND ALL CLAIMS, DEMANDS, LOSSES AND DAMAGES AND ANY CLAIMS OR DEMANDS THEREFOR ON ACCOUNT OF ANY INJURY TO ME, INCLUDING BUT NOT LIMITED TO MY DEATH, OR DAMAGE TO PROPERTY, ARISING OUT OF OR RELATING IN ANY WAY TO THE MARTIAL ARTS PROGRAM AND/OR FITNESS TRAINING PROGRAM REFERRED TO HEREIN REGARDLESS OF WHETHER CAUSED BY THE NEGLIGENCE OF A RELEASEE OR OTHERWISE.
6. I HEREBY ACKNOWLEDGE THAT THE MARTIAL ARTS AND FITNESS TRAINING ACTIVITIES AND EVENTS ARE VERY DANGEROUS AND INVOLVE THE RISK OF SERIOUS INJURY AND/OR DEATH AND/OR PROPERTY DAMAGE. I ALSO EXPRESSLY ACKNOWLEDGE THAT INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE RELEASEES.
7. I further expressly agrees that this Release and Waiver of Liability and Indemnity Agreement is intended to be as broad and inclusive as is permitted by law and that if any portion is held invalid, it is agreed that the balance shall, notwithstanding continue in full legal force and effect.
8. If, despite the release contained herein, any claim or lawsuit is filed against any of the Releasees in connection with any injury or loss incurred by me in connection with the above martial arts program and/or fitness training program, I agree to indemnify and hold harmless the Releasees from any such claim or lawsuit, including without limitation any expense, loss, damage, liability, attorneys fees and other obligations that may be incurred in connection with such claim or lawsuit.

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

How did you hear about us? _____

Which class/es are you interested in attending? _____

List any health concerns, disabilities or limitations: _____

Signature _____ Print name: _____ Date: _____

Printed Name of Participant _____

Street Address _____ Apt # _____

City _____ State _____ Zip Code _____

Home phone _____ Cell phone _____

E-mail: _____ Birth Date: _____

Emergency contact: _____ Phone: _____ Relationship: _____