

## CLIENT WAIVER

Full Name

Email Address

Gender

Street Address

City

Province/Region

Zipcode

Country

Date of Birth

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### Lexington Jiu-Jitsu & Fitness

#### House Rules & Waiver, Pre-Injury Release, Release of Liability and Indemnification Agreement

##### HOUSE RULES:

###### 1. Conduct

Lexington Jiu-Jitsu & Fitness is committed to the health, safety, welfare of each of its guests and members and staff and will not tolerate unreasonable, threatening, obscene, harassing, indecent, or illegal behavior. Lexington Jiu-Jitsu & Fitness has the right to judge behavior and respond accordingly. This right includes, but is not limited to, termination of the visit for any guest/member engaging in unacceptable behavior.

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###### 2. Hygiene

Guests, members, coaches, and staff are required to adhere to a grooming standard for the health and safety of fellow members. Please shower within 8 hours (or ideally right before) class time. Showers are not provided, so please plan accordingly. Nails must be closely trimmed. Any open wounds must be disinfected, bandaged and covered with athletic tape when on the mats. In the event that a guest, member, coach or staff contracts a contagious illness, please refrain from participating, and reschedule the visit when safe.

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###### 3. Attire

Appropriate training apparel is required to train as a guest/member of Lexington Jiu-Jitsu & Fitness. Close-fitting athletic shirts and pants (a.k.a) rash guards and spats, shorts without pockets and/or traditional gis are recommended. To maintain a hygienic environment, all athletic attire/gear must be laundered prior to class, every time.

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###### 4. Footwear

Shoes are prohibited on the mats and are required off the mats. If a guest/ member does not wish to be barefoot, socks or wrestling shoes are permitted, provided they are clean and reserved only for wear on the mat. Shoes are required for trips to the bathroom, entering and exiting the gym.

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###### 5. Damages

Guests/members shall pay for any damages to Lexington Jiu-Jitsu & Fitness property which results from the willful or negligent conduct of member/guest or dependent children.

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###### 6. Lost Articles

Lexington Jiu-Jitsu & Fitness assumes no responsibility for lost or stolen articles. Please leave valuables at home. Lost and found articles not claimed will be donated to charity on the last calendar day of each month.

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###### 7. Smoking, Food and Drink.

Smoking is prohibited in all parts of the facility, including the parking lot. No food may be consumed on the mats. Non-breakable water bottles are permitted around the perimeters of the mats.

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## 8. Children

Guests/Visitors under the age of 8 must be supervised by a parent or legal guardian at all times.

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## 9. Use of Photo and Video

Lexington Jiu-Jitsu & Fitness, its representatives and employees have the right to take photographs of Guest/Member and guest's/member's property whilst training with Lexington Jiu-Jitsu & Fitness. Lexington Jiu-Jitsu & Fitness is authorized to use and publish these photos or videos in print and/or electronically. Lexington Jiu-Jitsu & Fitness may use such photographs of Guest/Member with or without Guest's/Member's name and for any lawful purpose, including for example such purposes as publicity, illustration, advertising, and web content.

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## 10. Rules and/or Regulations

Guests/members who do not observe Lexington Jiu-Jitsu & Fitness rules and regulations or who abuse equipment in any fashion will be asked to leave. The management reserves the right to terminate the visit/membership to anyone who refuses to observe any of Lexington Jiu-Jitsu & Fitness rules or regulations. Not all rules and regulations are listed in this agreement. Lexington Jiu-Jitsu & Fitness reserves the rights to add, change or remove rules, conditions of membership, opening and closing hours, and all services and facilities offered by Lexington Jiu- Jitsu & Fitness.

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## WAIVER, PRE-INJURY RELEASE, RELEASE OF LIABILITY, & INDEMNIFICATION AGREEMENT

**Waiver, Pre-Injury Release, Release of Liability, and Indemnification Agreement** (herein "Agreement"). I, the undersigned, acknowledge and understand that during my participation in activities and training at Gentlemen's Jiu Jitsu, LLC, d/b/a Lexington Jiu-Jitsu & Fitness, LLC, (herein "Lexington Jiu-Jitsu & Fitness"), I will be exposed to a variety of hazards and risks, foreseen or unforeseen, which are inherent in contact sports, combat sports, training, drilling and sparring in jiu-jitsu, exercise and related activities. These inherent activities include, but are not limited to, the dangers of serious personal injury, death and property damage (herein "Injuries and Damages") resulting from, but not limited to: (i) physical exercise and exertion; (ii) physical contact with other individuals and training surfaces; (iii) falling or tripping due to hazards or physical contact; (iv) exposure/ contraction of COVID-19, ringworm, staph infections, impetigo, bacterial and other viral infections, (v) serious injuries to bone, skin, muscle, tendons, discs, vertebrae, ligaments, joints, the back, the head, and the neck; (vi) concussion, closed head injury, brain injury; (vii) heart attack; (viii) stroke; and, (ix) other hazards and risks associated with training jiu-jitsu and other contact sports and combat sports that are not specifically described above.

I further acknowledge and understand these Injuries and Damages cannot be eliminated without destroying the unique character of the sport and of training and participating in jiu-jitsu. I fully understand that Lexington Jiu-Jitsu & Fitness has not tried to contradict or minimize my understanding of these risks. I know that Injuries and Damages can occur by natural causes or activities of other persons, other users, staff, employees, agents or volunteers of Lexington Jiu-Jitsu & Fitness or other third parties, either as a result of negligence or because of other reasons. I understand the risks of such Injuries and Damages involved in the sport and training and participating in jiu-jitsu, and I appreciate that I should exercise extra care for my own person and for others around me in the face of such hazards. I further understand that there may not be medical personnel or medical facilities or expertise necessary to deal with the Injuries and Damages to which I may be exposed. In consideration for Lexington Jiu-Jitsu & Fitness's acceptance of me as a participant in activities and training at Lexington Jiu-Jitsu and Fitness and for providing the services and amenities by Lexington Jiu-Jitsu & Fitness, **I CONFIRM MY UNDERSTANDING OF THE ABOVE AND AGREE AS FOLLOWS:**

To the fullest extent allowed by law, I agree to **WAVE AND DISCHARGE CLAIMS AGAINST, RELEASE FROM LIABILITY, INDEMNIFY AND HOLD HARMLESS** Lexington Jiu-Jitsu & Fitness and its members, parents, subsidiaries and affiliates and their respective past and present officers, managers, members, partners, agents, employees, coaches, instructors, trainers, and volunteers, (collectively, "Released Parties") from and against **ANY AND ALL LIABILITY** on account of, or in

any way resulting from, my death or personal injury relating to my participation in activities and training at Lexington Jiu-Jitsu, even if caused by the **NEGLIGENCE** or **GROSS NEGLIGENCE** of the Released Parties. Such negligence could be, but is not limited to, (a) negligent operation, negligent coaching, negligent training, negligence related to sparring and negligence related to other jiu-jitsu activities (b) negligent supervision of coaching, training, sparring and other jiu-jitsu

activities; (c) negligent use of equipment and surfaces; (d) the negligent provision of emergency response services; (e) negligence related to the design or maintenance of the premises, including but not limited to claims related to the failure to maintain the premises in a reasonably safe condition or failure to give warning related to known or unknown artificial or natural conditions

present on the premises.

I further recognize that there are risks and hazards involved in the types of activities offered by Lexington Jiu-Jitsu & Fitness. Therefore, I accept financial responsibility for any injury that I may cause either to myself or to any other participant due to my negligence. Should Lexington Jiu-Jitsu & Fitness, its owners, principals, agents, employees, and volunteers, or anyone acting on their behalf, be subjected to liability, monetary damages, costs, attorney's fees or expenses due to my negligence, I agree to reimburse and indemnify them for the same. Additionally, I further agree to reimburse and indemnify Lexington Jiu-Jitsu & Fitness, its members, owners, principals, agents, employees, and volunteers, or anyone acting on their behalf, for any costs, attorney's fees, or expenses it or they may incur to enforce any party of this Agreement.

I understand and intend that this Agreement is binding upon my heirs, executors, administrators, and assigns. This Agreement is intended to be as broad and inclusive as permitted by law. I have read this Agreement in its entirety, and I freely and voluntarily choose to assume all risks of Injuries and Damages. I further acknowledge by signing below that I have been informed of my right to seek advice from an attorney of my choosing. I further understand that by signing below I have given up substantial and valuable legal rights.

This Agreement contains the entire agreement between the parties and supersedes any prior written or oral agreements between them concerning the subject matter of this Agreement. This Agreement shall be governed by the laws of the Commonwealth of Kentucky without regard to the principles of conflict of laws thereof and treated as a contract entirely made and executed in Fayette County, within the Commonwealth of Kentucky. If any portion of this agreement is held invalid, I agree that the remainder of the agreement shall remain in full legal force and effect.

PARENTAL CONSENT, (for participants under the age of 18) I, the undersigned parent or legal guardian of the child shown above, have read the above and understood the Agreement and agree to its terms on behalf of my child and myself. I understand that by signing below, I am giving up substantial and valuable legal rights on behalf of my child and myself.

☐ I agree to these terms.

Sign your name below:

Please read the [Electronic Records and Signature Disclosure](#)  
☐ I agree to use electronic records and signatures