

CLIENT WAIVER

Full Name

Email Address

Gender

Street Address

City

Province/Region

Zipcode

Country

Date of Birth

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. Footware

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 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 perimeter 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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11. Miscellaneous

a. 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. The provisions of this may be waived, altered, amended or repealed, in whole or in part, only upon prior written consent of all parties. This agreement shall be governed by the laws of the State of Kentucky without regard to the principles of conflict of laws thereof and treated as a contract entirely made and execute within Kentucky.

b. Guest/Member has read, and fully agrees to the term of this Agreement and understands this Agreement (which contains a waiver, release and assumption of risks). Guest/Member has given up considerable future legal rights. Guest/Member has signed this Agreement freely, voluntarily, under no duress or threat of duress, without inducement, promise or guarantee being communicated to him/her. Guest/Member certifies and warrants that he/she is 18 years of age or older and mentally competent to enter into this Agreement.

Release of Liability and Indemnification

Express assumption of risk: I am aware that there are significant risks involved in all aspects of physical training. These risks include, but are not limited to: exposure/contraction of COVID-19, falls or other types of physical contact which can result in serious injury or death, injury or death due to my own negligence, or that of my training partner, or other people around me, and/or injury or death due to improper use or failure of equipment. I am aware that any of these above mentioned risks may result in serious injury or death to myself and or my partner(s). I willingly assume full responsibility for the risks that I am exposing myself to and accept full responsibility for any illness, injury or death that may result from participation in any activity or class while at Lexington Jiu-Jitsu & Fitness. **I, the undersigned acknowledge that I have no physical impairments or illnesses that will endanger myself or others.**

Release: In consideration of the above mentioned risks and hazards and in consideration of the fact that I am willingly and voluntarily participating in the activities available at Lexington Jiu-Jitsu & Fitness, I, the undersigned hereby release Lexington Jiu-Jitsu & Fitness, their owners, principals, agents, employees, and volunteers from any and all liability, claims, demands, actions or rights of action, which are related to, arise out of, or are in any way connected with my participation in this activity, including those allegedly attributed to the negligent acts or omissions of Lexington Jiu-Jitsu & Fitness, their owners, principals, agents, employees, and volunteers. This agreement shall be binding upon me, any minor child(ren) designated below, my successors, representatives, heirs, executors, assigns, or transferees. 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. If I am signing on behalf of any minor child(ren), I also give full permission for any person connected with Lexington Jiu-Jitsu & Fitness to administer first aid deemed necessary, and in case of serious illness or injury, I give permission to call for medical and or surgical care for the child(ren) and to transport the child(ren) to a medical facility deemed necessary for the well being of the child(ren).

Indemnification: I recognize that there is risk 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 the above mentioned parties, or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to reimburse them for such fees and costs. I further agree to indemnify and hold harmless Lexington Jiu-Jitsu & Fitness, their principals, agents, employees, and volunteers from liability for the injury or death of any person(s) and damage to property that may result from my negligent or intentional acts or omissions while participating in activities offered by Lexington Jiu-Jitsu & Fitness.

I have read and understood the foregoing assumption of risk, and release of liability and I understand that by affixing my signature below I am obligated to indemnify the parties named for any liability for injury or death of any person and damage to property caused by my negligent or intentional acts or omissions. I further understand that by signing this form I am waiving valuable legal rights and the opportunity to obtain advice from the attorney of my choosing.

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 foregoing assumption of risk, release of liability and indemnification and agree to its terms on behalf of my child and myself. I understand that by signing below, I am giving up substantial 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