



**PHANTOM BRAZILIAN JIU JITSU Release and Waiver of Liability and Indemnity Agreement
(Read Carefully Before Signing)**

1. **Participation is Voluntary:** The participant has been advised by JAY BRYCE LLC doing business as (DBA) Phantom AZ Jiu Jitsu (hereinafter PHANTOM BJJ) that participation in any and all activities is voluntary. Participant understands and agrees that, if at any time, participant feels anything to be unsafe, including but not limited to equipment, facilities, and/or activities, participant will immediately take all precautions to avoid the unsafe area, equipment, and/or activity and refuse to participate further.
2. **Understand Risks of Participation:** Participant fully understands and acknowledges that (a) There are risks and dangers associated with participation in martial arts events and activities which could result in bodily injury, partial and/or total disability, contraction of illness and/or disease, paralysis, and/or death. (b) The social, physical, mental, 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 parties named below. (d) There may be other risks and dangers not listed and/or know to PHANTOM BJJ, or those that are not reasonably foreseeable at this time.
3. **Acknowledge Risks of Participation:** Participant hereby acknowledges that the activities are very dangerous and involve the risk of serious injury and/or death and/or property damage. Each of the undersigned also expressly acknowledges that injuries received may be compounded or increased by negligent rescue operations or procedures.
4. **Acceptance of Responsibility/Assumption of Risk of Participation:** Participant accepts and assumes such risks and responsibility for the losses and/or damages following such injury, contracted illness or disease, disability, paralysis, or death, however caused and whether caused in whole or in part by the negligence of PHANTOM BJJ its owners, agents, or employees, or by intentional conduct of parties not an owner, agent, instructor, or employee of PHANTOM BJJ.
5. **Participant Responsibilities:** I certify that I am in good health and physical condition, do not have any communicable illnesses, conditions or diseases. I certify that I will not participate in any activities if I am not in good health and physical condition. It is my responsibility to always be aware of the demands of the activity. It is my responsibility to be adequately equipped and physically prepared. It is my responsibility to follow the instructions of the designated class leader. Skills taught in this program will not assure my safety in situations of self-defense. I am solely responsible for my own personal safety and the safety of others in the program.
6. **Minor Participation Requirements:** In consideration of being permitted to participate in any way with PHANTOM BJJ and/or being permitted to enter for any purpose any restricted area (here in defined as any area where admittance to the general public is prohibited), the parent(s) and/or legal guardian(s) of the minor participant named below agree: Prior to participating in the below martial arts activity or event the participant, parent(s) and/or legal guardian(s) will inspect the facilities and equipment to be used, and if he or she believes

Participant Initials: _____

anything is unsafe, the participant will immediately advise the officials of such condition and refuse to participate.

7. **Release of Liability/Covenant Not to Sue:** Participant hereby releases, waives, discharges, and covenant not to sue PHANTOM BJJ, the martial arts facility used by the participant, including its owners, managers, promoters, lessees of premises used to conduct the martial arts event or program, premises and event inspectors, underwriters, consultants and others who give recommendations, directions or instructions to engage in risk evaluation or loss control activities regarding the martial arts facility or events held at such facility and each of them, their directors, officers, agents, employees, all for the purposes herein referred to as "Releasee" from all liability to the undersigned, my/our personal representatives, assigns, executors, heirs and next of kin. for any and all claims, demands, losses or damages and any claims or demands therefore on account of any injury; including but not limited to the death of the participant or damage to property, arising out of or relating to the events(s) caused or alleged to because in whole or in part by the negligence of the Releasee or otherwise. Specifically, participant agrees to hold harmless PHANTOM BJJ and all other individuals, organizations, sponsors, promoters, operators, hosts, instructors, associations, schools, owners, officials, directors, employees, and other participants connected with the event or classes from all losses, damages, injuries, causes of actions, claims, or complaints in the event that the participant is damaged or injured in any way during the participation, instruction and/or performance of any exercise or during any activity associated with the event and/or class location or during transit to and or from the event and/or class.
8. **Release of Legal Liability and Agreement to Never Sue:** In consideration for membership to PHANTOM BJJ and participation in the sport, participant agrees to release from any legal liability and agrees never to sue PHANTOM BJJ, its staff, its instructors (whether those instructors are paid by PHANTOM BJJ or are teaching martial arts or participating as instructors in the sport on a voluntary basis), other people who have purchased a membership at PHANTOM BJJ, and all of their successors, heirs, assigns, directors, officers, partners, investors, shareholders, members, agents, employees, owners, landowners, parent and subsidiary companies, and affiliated companies (collectively the members) for injury and death resulting from participation in the sport, regardless of the cause, including the negligence or alleged negligence of the members. Participant further agree to defend, indemnify, and hold harmless the members for any claims, lawsuits, damages, attorney fees costs, investigative costs, or judgments, arising out of participation in martial arts training and/or instruction and/or related activities and/or other recreational activities.
9. **Timeline for Release of Liability:** Participant understands that this is a RELEASE OF LIABILITY THAT IS VALID FOREVER, and will apply at any and all time of participation in the sport, whether past, present, or future, under the direction of or with the implied or actual consent of or in conjunction with or with the participation of any of the members, and that if at any time the participant ceases to pay PHANTOM BJJ, this release of liability will continue to be applicable. Participant understands that this release of liability will prevent them, their children, their spouse, friends, family, or heirs from filing a suite or making any claim for damages in the event of injury or death arising from participation in the sport which may occur under the direction or with the implied or actual consent of or in conjunction with or the participation of any of the members. Additionally, in the event that the participant or any of their agents, heirs, attorneys, legal representatives, or assigns file a claim or lawsuit arising out of or relating in any way with participation in the sport, the participant agrees to defend, indemnify, and hold harmless the members for any damages, attorney fees, or costs arising out of such a claim or lawsuit. With full understanding of this agreement, participant nevertheless enter into it freely and voluntarily and agrees that it is binding upon the participant, their heirs, their spouse, their agents, and their assigns. It is the participant's intention that this release will be effective to bar any and all claims, of any kind known or unknown, suspected or unsuspected, arising out of or related to the activities. Participant expressly waives all rights.
10. **Release Applies to All Parties Associated with PHANTOM BJJ:** This release applies to all parties including JAY BRYCE LLC (DBA) Phantom AZ Jiu Jitsu, Jay McMeel individually and his marital community, affiliated individuals, organizations, entities, designated instructors, guest instructors, owners and officers of these organizations, instructors, coaches, assistants, and the owners of the property location.

Participant Initials: _____

11. **Release Applies to Family, Heirs, etc:** This release applies to any claim I or any parent, guardian, family member, dependent, heir, or any other party having the right to make a claim on my behalf against PHANTOM BJJ, guest instructors and organizations, the owners of these organizations, the instructors, and any owners of the property location.
12. **Release Construed Broadly:** Each of the undersigned further expressly agrees that the foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the Province or State in which the event is conducted and that if any portion is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. This release also applies to any dependents, parents, heirs, guardians, family or any other party having the right to pursue any and all claims on my behalf.
13. **Parent Must Defend, Indemnify, and Hold Harmless PHANTOM BJJ for Minor:** On behalf of the participant and individually, the undersigned partners(s) and/or legal guardian(s) for the minor participant executes this Waiver and Release. If, despite the release, the participant makes a claim against any of the Releasees, the parents(s) and/or legal guardian(s) will reimburse the Releasee for any money which they have paid to the participant, or on his behalf, and hold them harmless.
14. **Only Sanctioned Use of Skills:** I understand that the skills taught at PHANTOM BJJ are to be used solely in accord with the law, that I have been explicitly instructed to not use the skills taught at PHANTOM BJJ outside of class except for sanctioned tournaments or MMA events. I am solely responsible for my actions using the skills taught by PHANTOM BJJ and agree to defend and indemnify PHANTOM BJJ for any of my actions that result in claims against PHANTOM BJJ.
15. **Model Release:** I agree that PHANTOM BJJ may use my image, photo, likeness for any purpose, including but not limited to: PHANTOM BJJ website, promotions, instructional videos, and school advertisements. This will occur without additional consent and without compensation at this time or any other time.
16. **Refund:** Participant understands and agrees that PHANTOM BJJ does not provide a refund (partial or otherwise) in the event that the participant is unable to participate in the sport during any time period which membership at PHANTOM BJJ has been pre-paid. All funds paid to PHANTOM BJJ, whether for clothing, fitness supplies, membership dues, or for any other purpose, are NON-REFUNDABLE.
17. **Release of Personal Property Loss:** I am responsible for my own personal property and agree to release and hold harmless PHANTOM BJJ for any losses of personal property.
18. **PHANTOM BJJ Right to Prohibit Practice or Participation:** PHANTOM BJJ reserves the right to prohibit participation for any reason without providing a refund.
19. **Participant Medical Coverage:** By signing below, participant acknowledges that they carry personal medical insurance and/or participant understands that they are solely responsible for their own medical bills and any injury regardless of the cause.
20. **Emergency Treatment:** In the event of an emergency, I hereby authorize PHANTOM BJJ to administer emergency treatment for the participant for any accident or illness and to act in the participants stead in approving necessary medical care. Participant also authorizes any licensed medical personnel to perform any accepted medical procedure and/or treatment deemed necessary and reasonable under the circumstances, and the participant also agrees to bear the expense of any such medical procedure and/or treatment, and to defend and indemnify PHANTOM BJJ and the members from any costs arising out of or related to such medical procedure and/or treatment.
21. **Validity of Release:** If any portion of this agreement shall be held invalid, illegal, or unenforceable to any extent and for any reason by any Court of competent jurisdiction, the remainder of this agreement shall not be affected thereby and shall be enforceable to the full extent permitted by law.

I/WE ACKNOWLEDGE THAT I HAVE BEEN GIVEN AN OPPORTUNITY TO FULLY REVIEW THIS DOCUMENT, INCLUDING THE OPPORTUNITY TO HAVE LEGAL COUNSEL OF MY CHOOSING REVIEW IT IF SO DESIRED, AND I ACKNOWLEDGE THAT I AM SIGNING IT WITH FULL UNDERSTANDING OF ITS TERMS AND CONDITIONS, INCLUDING ANY AND ALL

Participant Initials: _____

RESPONSIBILITIES AND RISKS I ASSUME AS A RESULT OF SIGNING IT AND THAT I HAVE BEEN GIVEN A COPY OF THIS DOCUMENT IF I HAVE SO REQUESTED.

I/WE 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 COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF ARIZONA THAT THIS STATEMENT IS TRUE AND CORRECT.

Participant: _____
Participant or Guardian's Signature (for minor) *Date*

Printed Name of Participant: _____
Age

Address of Participant: _____

Phone Number of Participant: _____

Participant's Email Address: _____

Physical Limitations/Medical Conditions: _____

Emergency Contact: _____
Full Name *Phone Number*

Medications: _____

Received by PHANTOM BJJ: _____
Signature *Printed Name* *Date*

Participant Initials: _____