

SUF Kickboxing New Member Waiver

WAIVER, RELEASE OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

NOTICE: This is a legally binding document. By signing it, you are giving up certain legal rights, including the right to recover damages in case of injury, death, or property damage. Please read carefully.

1. PARTICIPANTS AND RELEASED PARTIES

The undersigned participant (referred to as "I" or "Member") agrees to this waiver. The released parties include, but are not limited to, SUF Kickboxing, Standup and Fight, LLC, its owners, directors, officers, agents, employees, independent contractors (including Sawyer Rich, volunteers, affiliated companies, and all representatives.

2. ACKNOWLEDGEMENT OF INHERENT DANGERS & ASSUMPTION OF RISK

I understand and acknowledge that participation in Muay Thai, kickboxing, martial arts, strength and conditioning programs, and all related activities. Martial Arts instruction that will be given in this facility involves significant and inherent risks, known and unknown, including but not limited to:

- Contact & Impact: Risk of injury due to strikes, blows, kicks, blocks, falls, takedowns, grappling, or collision with other participants, instructors, or equipment.
- Physical Strain: Risk of cardiovascular episodes, heat exhaustion, dehydration, muscle strain, sprains, fractures, concussions, spinal injuries, and long-term joint damage due to strenuous physical exercise.
- Equipment: Risk of injury resulting from the failure, misuse, or malfunction of equipment, including but not limited to heavy bags, speed bags, pads, ropes, and protective gear.
- Negligence of Others: Risks arising from the potential negligence of the Released Parties, including negligent instruction, supervision, facility maintenance, or emergency response.

I VOLUNTARILY ASSUME ALL RISKS, known or unknown, associated with my participation in the Activities, even those caused by the ORDINARY NEGLIGENCE of the Released Parties.

3. WAIVER AND RELEASE OF LIABILITY

In consideration of being permitted to participate in the Activities, I hereby irrevocably agree to WAIVE, RELEASE, AND FOREVER DISCHARGE the Released Parties from any and all claims, suits, demands, losses, damages, expenses, or costs, including but not limited to attorney's fees, arising out of, relating to, or resulting from my participation in the Activities, including those that result from:

1. Injury, including personal injury, temporary or permanent disability, or death.
2. Any damage to, or loss of, personal property.

This Release includes claims based on any act, omission, or NEGLIGENCE of the Released Parties, to the fullest extent permitted by law.

4. INDEMNIFICATION AGREEMENT

I agree to INDEMNIFY, DEFEND, AND HOLD HARMLESS the Released Parties from and against any and all losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees) incurred by the Released Parties as a result of:

- Any claim made by me, my family, or estate, despite this Waiver.
- Any claim brought by a third party resulting from my actions or inactions during my participation in the Activities.

5. HEALTH AND MEDICAL ACKNOWLEDGEMENT

I certify that I am in good physical condition and have no known medical conditions that would prevent me from safely participating in the activities and all disclosed forms of martial arts instruction and sparring given that involves this facility and SUF KICKBOXING. I understand that the Released Parties are not medical professionals and I have been advised to consult with a physician before beginning any strenuous exercise program. I consent to receive first aid, emergency medical care, and transportation should an injury occur, and I accept financial responsibility for all costs related to such treatment.

I acknowledge that SUF KICKBOXING has certified instructors, but this does not eliminate the inherent risks of training and involvement of the martial arts instruction provided, nor does it guarantee against injury or death.

6. MEDIA RELEASE

I grant SUF KICKBOXING the irrevocable right to use my name, likeness, image, voice, and performance, in whole or in part, in photographs, video, audio recordings, or other media for marketing, promotional, or educational purposes without compensation.

7. SEVERABILITY

I agree that if any portion of this agreement is held to be invalid or unenforceable, the remaining portions shall remain in full force and effect.

I HAVE READ THIS ENTIRE AGREEMENT, I UNDERSTAND ALL OF ITS TERMS, AND I AGREE TO BE BOUND BY THEM. I AM SIGNING THIS VOLUNTARILY.

MEMBER: _____

INSTRUCTOR:_____