



Victory In Performance Mixed Martial Arts Academy Release and Waiver of Liability and Indemnity Agreement

(Read Carefully Before Signing)

In consideration of being permitted to participate in any way in the Mixed Martial Arts Program or seminar indicated below, and/or being permitted to enter for any purpose any restricted area (here in defined as any area where in admittance to the general public is prohibited), the student participant and/or parent(s)/legal guardian(s) of the minor participant named below agree(s):

1. The student participant or the parent(s)/legal guardian(s) of the minor participant should inspect the facilities and equipment to be used prior to participating in the below martial arts activity, event, or seminar, and if he or she believes anything is unsafe, the participant should immediately advise the instructors of such condition and refuse to participate. I understand and agree that, if at any time, I feel anything to be UNSAFE; I will immediately take all precautions to avoid the unsafe area and REFUSE TO PARTICIPATE further.
2. I/We fully understand and acknowledge that:
 - a. There are risks and dangers associated with participation in mixed martial arts events, seminars, 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 us or are not reasonably foreseeable at this time.
 - e. It is requested that I should seek approval from a licensed medical professional before attending seminars or classes that engage in any form of physical activity.
3. I/WE accept and assume such risks and responsibility for the losses and/or damages following 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/We HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE the Victory In Performance Mixed Martial Arts facility used by the participant, including it owners, managers, promoters, instructors, lessees of premises used to conduct the mixed martial arts event, programs, or seminars, 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 mixed martial arts facility or events held at such facility and each of them, their directors, officers, agents, employees, instructors, all of which are hereinafter referred to as "releasees" from all liability to each of the undersigned, my/our personal representatives, assigns, executors, heirs and next to 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 event(s) caused or alleged to be caused in whole or in part by the negligence of the releasee or otherwise.
5. I/We HEREBY acknowledge that THE ACTIVITIES OF THE EVENT(S) 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 OF THE RELEASEES.
6. 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.
7. On behalf of the participant and individually, the undersigned parent(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.
8. Any video/photographic documentation taken while participating in any program, recreational activity, or event are the property of the VIPMMA and may be used at their discretion.

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

Participant Signature _____ Date _____

Printed Name of Participant _____

Parent or Guardian Signature (if minor) _____

Address of Participant _____

Phone Number _____ email _____

Received by _____

Registrar Signature

Printed Name

Date