

Release, Liability WAIVER & Indemnity Agreement
(Read Carefully Before Signing)

indemnification agreement

In consideration of being permitted to participate in any way in the BJJ ALL-Inc. grappling camp (referred as the venue), as defined below, by David Vandewaerde (the organizer), resident of Belgium, Boortmeerbeek, I (hereinafter, collectively, "I," "me" or "my"), enter into this Release, Liability Waiver and Indemnity Agreement ("Agreement") and hereby agree:

1. I am voluntarily seeking and consenting to participate in the venue, which is defined to include, but not be limited to, martial arts, including those in the arts of Brazilian jiu-jitsu, judo, ground fighting, grappling and other martial arts that commonly involve body contact with the ground as well as techniques such as chokes and joint locks; physical, strength and/or cardio conditioning; yoga and other flexibility or meditative exercises; and other similar or related physical activities. I understand that the various activities of the venue may take place outside, and I have the choice not to participate in any or all activities or events offered by the organizer.

2. I represent and warrant that I am either of proper physical condition to participate in the Venue, understanding the demands and nature of the activities provided above, or accept full responsibility for my participation therein in my current physical state. I agree to disclose all medical conditions, ailments and other issues to the organizer prior to my participation in the venue and understand that my failure to do so further waives the organizers liability from any and all injuries or other outcomes related to my continued participation in the Venue.

3. I fully understand and acknowledge that THE ACTIVITIES OF THE VENUE ARE INHERENTLY DANGEROUS, such that:

- A. There are risks and dangers associated with my participation in the venue that could result in bodily injury, illness, partial and/or total disability, paralysis or death.
- B. The social and economic losses and/or injuries that could result from these risks and dangers described above could be severe.
- C. These risks and dangers may be caused by the action or inaction of myself or others, including, but not limited to, the organizer and/or other participants in the venue.
- D. There may be other risks and dangers not known to us or are not reasonably foreseeable at this time.

4. I understand, accept and assume the above risks and dangers, both known and unknown, and I assume full responsibility for the injuries, maladies, losses and/or damages resulting therefrom, however caused and whether caused in whole or in part by the organizer.

5. I understand and accept that I use any and all equipment and facilities "as-is" and at my own risk and peril, and I hold the organizer harmless from any and all consequences resulting therefrom, including, but not limited to, injury, malady, loss and death, regardless of the cause. I further understand that its use is voluntary and by my own choice, and I may refuse its use and/or request the use or application of alternative equipment and facilities, although the organizer is not obligated either to provide alternate accommodations.

6. I HEREBY FOREVER RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE THE ORGANIZER from all liability for any and all claims, demands, losses or damages arising out of or relating to the venue or any events or activities hosted, organized or sponsored by the organizer; any action or non-action undertaken by the organizer; all acts of negligence on the part of the organizer; or any rescue/emergency actions or medical treatment undertaken by the organizer, if any. This Agreement shall extend to my personal representatives, assigns, executors, heirs and next of kin.

7. I further expressly agree that this Agreement is intended to be as broad and inclusive as permitted by law. Any portion that is uncertain or challenged as to its validity or enforceability shall be interpreted so that it most closely reflects the intent of the parties in entering into this Agreement, to the greatest extent permitted by law. Otherwise, if any portion herein is held invalid or otherwise legally unenforceable by a court of competent jurisdiction, both the organizer and I agree that the remainder of this Agreement shall remain in full force and effect.

8. Should any legal dispute arise out of this Agreement, or regarding any subject matter contained herein, I agree to pay for all attorney's fees and costs reasonably incurred by the organizer in defense of any such dispute.

9. I agree to hold THE ORGANIZER harmless and reimburse THE ORGANIZER for any and all costs incurred on my behalf. I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I GIVE UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY COERCION, INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY FROM THE ORGANIZER TO THE FULLEST EXTENT PERMITTED BY LAW.

Name of Participant _____ Date _____

Signature: _____