

SISU DARK HORSE, Non-Profit

Release of Liability, Waiver of Claims, Assumptions of Risks and Indemnity Agreement

NAME OF PARTICIPANT: _____
ADDRESS OF PARTICIPANT: _____
CITY: _____ **STATE:** _____ **ZIP:** _____
BIRTHDATE: _____
EMAIL ADDRESS: _____
EMERGENCY CONTACT: _____
RELATIONSHIP: _____
PHONE #: _____
EMERGENCY CONTACT PHONE: _____

DESCRIPTION OF RISKS INVOLVED IN GRAPPLING

COVID-19:

I am fully and personally responsible for my own safety and actions while and during participation and I recognize that I may be in any case at risk of contracting COVID-19.

With full knowledge of the risks involved, I hereby release, waive, and discharge SISU DARKHORSE from any and all liabilities, claims, demands, actions, and causes of action whatsoever, directly or indirectly arising out of or related to any loss, damage, injury, or death, that may be sustained by me related to COVID-19 while participating in any activity while in, on, or around the premises or while using the facilities that may lead to unintentional exposure or harm due to COVID-19.

I agree to indemnify, defend, and hold harmless SISU DARKHORSE from and against any and all costs, expenses, damages, lawsuits, and/or liabilities or claims arising whether directly or indirectly from or related to any and all claims made by or against any of the released party due to injury, loss, or death from or related to COVID-19.

SIGNATURE: _____

In consideration of my participation in SISU DARKHORSE GRAPPLING Activities, I acknowledge that I am aware of the possible risks, dangers and hazards associated

with my participation in SISU DARKHORSE GRAPPLING , including the possible risk of severe or fatal injury to myself or others. There risks include but are not limited to the following:

1. All manner of injuries resulting in muscular injuries and soft tissue injuries including bruises, scrapes, cuts, etc., from executing strenuous and demanding physical techniques, collisions with walls, floor mats, or contact with other participants and failure in proper use of the equipment or techniques either by myself or other participants;
2. All manner of head, facial, eye and/or dental injuries;
3. All manner of injuries resulting in dislocations, concussions, hematomas, whiplash, contusions, sprains, pulled or strained muscles, dizziness, nausea, dehydration, paralysis, internal bleeding and broken bones;
4. Transmission of diseases from contact with other participants resulting in death, disease, or illness;
5. All manner of internal injuries to body parts, organs, asthma, and trauma to larynx and pharynx;
6. Increased risk of injury as I become fatigued, experience pain, frustration, humiliation and/or performance anxiety;
7. Increased strain on the heart, which may result in dizziness, shortness of breath and in extreme circumstances may result in a heart attack;
8. All manner of injuries and/or death that could result from physical confrontation whether caused by myself or someone else;
9. All manner of injuries and/or death that may result from transportation (all modes and types) incidents/accidents to and from SISU DARKHORSE Activities.

INITIALS:_____

Medical/Dental Insurance and Travel Insurance

1. I AM SOLELY RESPONSIBLE to select and purchase adequate medical/dental insurance. No medical/dental insurance will be provided by SISU DARKHORSE Gym. In the event of a medical/dental problem, SISU DARK HORSE Gym accepts no responsibility for any costs associated with a medical/dental problem nor will they pay for any medical/dental expenses, which may be incurred by membership and/or participation in SISU DARKHORSE Grappling Activities.
2. I AM SOLELY RESPONSIBLE to select and purchase adequate travel insurance when and if required. SISU DARKHORSE Gym will provide no travel insurance. The travel insurance should provide cover against theft, personal accident, personal liability, repatriation and cancellation of tickets. SISU DARK HORSE Gym accepts no responsibility for any costs associated with these types of problems nor will

they pay for any expenses that may be incurred by my membership and/or participation relating to these areas. I freely accept and assume all responsibility to provide myself with Medical, Dental and Travel insurance coverage.

INITIALS:_____

Waiver, Release of Liability & Indemnity Agreement

In consideration of participating in or otherwise utilize or observe the facilities, services, equipment programs or activities of SISU DARKHORSE, NP for any or all purposes, I hereby agree to release and discharge from liability arising from negligence SISU DARKHORSE, NP and its owners, directors, employees, volunteers, participants, and all other persons or entities acting for them (hereinafter collectively referred to as "Releases", on behalf of myself and my children, parents, heirs, assigns, personal representative and estate, and also agree as follows:

Please initial each line below next to the statements to verify you have read and agree to the terms of this waiver:

1. I have had an opportunity to inspect SISU DARKHORSE , NP facilities and equipment or immediately upon entering or participating will inspect such facilities and equipment and have accepted SISU DARKHORSE ,NP facilities, equipment and programs as being safe and reasonably suited for the purposes intended. INITIAL_____

2. I release, waive, discharge SISU DARKHORSE and it's owners, employees, instructors, agents and volunteers from any and all claims and liability for any loss, damage, illness or injury(up to and including death) which may occur to or be sustained by me during my presence at, participation in, or use of any program, activity, service, equipment, or facility associated with or comprising part of SISU DARKHORSE; and I agree not to bring any legal action against any or all of the Releases with respect to any such claims, liability, loss, damage, illness or injury. INITIALS_____

3. I agree to indemnify and hold harmless any and all of the Releases, from any claims, liability, loss, damage, illness, injury, legal costs and attorney's fees incurred by any of the Releases, arising from my activities and presence in, upon or about SISU DARKHORSE, NP INITIALS_____

4. I am aware of the inherent risks of participating, observing or using the facilities activities of SISU DARKHORSE, NP and assume full responsibility for any and all of the risks. INITIALS_____

5. I am unaware of any physical or mental health conditions that would prevent me from, or could get worse by, my participation in use of the facilities, equipment, programs activities or services at SISU DARKHORSE, NP. INITIALS_____

6. I have read this release, understand it, and freely sign it. I also agree that this release is binding to my legal representation or anyone who tries to claim through me. INITIALS_____

7. I consent to emergency medical care and transportation in order to obtain treatment in the event of injury to me as SISU DARKHORSE, NP may deem appropriate. The Release extends to any liability arising out of or in any way connected with the medical treatment and transportation provided in the event of an emergency. INITIALS_____

8. I expressly agree that the terms of release and indemnity contained herein are intended to be as broad and inclusive as is permitted by the laws of the state of Michigan. Any provision or portion of the Waiver, Release, and Indemnity Agreement found to be invalid by the courts having jurisdiction shall be invalid only with respect to such provision or portion. The offending provision or portion shall be construed to the maximum extent possible to confer upon the parties the benefits intended thereby; said provision or portion, as well as the remaining provisions or portion thereof had not been contained herein. INITIALS_____

SIGNED THIS, _____ day of _____, 20_____

Signature of Participant/Parent

Signature of Witness

Printed Name of Participant/Parent

Printed Name of Witness

This agreement must be completed in full (signed, dated, witnessed, and initiated where indicated) before any participation may begin in SISU DARKHORSE Activities.