

Participant Agreement, Release and Acknowledgement of Risk Worcester Martial Arts Academy and CrossFit Center Mass

In consideration of the services of the Worcester Martial Arts Academy, Team Link CT, LCC, Team Link Muay Thai Worcester, LLC, their agents, owners, officers, volunteers, participants, employees and all other persons or entities acting in capacity on their behalf (hereinafter collectively referred to as W.M.A.A.), I hereby agree to release and discharge W.M.A.A. on behalf of myself, my children, my parents, my heirs, assigns, personal representatives and estate as follows:

1. I acknowledge that participation in the martial arts entails known and unanticipated risks which could result in physical or emotional injury, paralysis, death or damage to myself, to property or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

The risk include, among other things: intense, stressful and strenuous exercises with body contact. I expressly consent to confront these known and unknown dangers and further agree, understand and recognize that these risks may result in serious injury or illness including, but not limited to: bruises, bloody noses, broken bones, heart attacks or other cardiovascular disease, or other serious injury resulting in death and/or property damage.

Furthermore, W.M.A.A. employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be ignorant of a participant's fitness and abilities. They may give inadequate warnings and instructions, and the equipment being used might malfunction.

2. I expressly agree and promise to accept and assume all of the risk existing in this activity. My participation in this activity is purely voluntary and I elect to participate in spite of the risks.
3. I hereby voluntarily release, forever discharge and agree to indemnify and hold harmless W.M.A.A. from any and all claims, demands or causes of action, which are in any way connected with my participation in this activity or may use of W.M.A.A.'s equipment or facilities, including any such claims which allege negligent acts or omissions of W.M.A.A..
4. If the participants physical states impairs their ability to participate or can lead to serious injury they will refrain from participating. Please list any medical conditions: _____
5. Should the W.M.A.A., or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
6. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I have no medical conditions which could interfere with my safety in this activity, or else I am willing to assume—and bear the cost of – all risks that may be created, directly or indirectly, by any such condition.
7. Releases, waives, discharges and covenants not to sue the W.M.A.A., any of the instructors, its affiliated clubs, their respective administrators, directors, agents, coaches and other employees of the organization, other participants, sponsoring agencies, sponsors, advertisers, and, if applicable, owners and leasers of premises used to conduct the event, all of which are hereinafter referred to as "releasees", from the demands, losses or damages on account of injury, including death or damage to property, caused or alleged to be caused in whole or in part by the negligence of the release or otherwise.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court or law to have waived my right to maintain a lawsuit against W.M.A.A. on the basis of any claim from which I have released them herein.

I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

Signature of Participant: _____ Print Name: _____
Address: _____ State: _____ Zipcode: _____
Phone: _____ Date: _____

PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION (Must be completed for participants under the age of 18)

In consideration of _____ (print minor's name) (Minor) being permitted by W.M.A.A. to participate in its activities and to use it equipment and facilities, I further and hold harmless W.M.A.A. from any and all claims which are brought by, on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Parent or Guardian: _____ Print Name: _____ Date: _____