

RED ROAD JIUJITSU LLC

COMBAT SPORTS ASSUMPTION OF RISK, WAIVER, RELEASE OF LIABILITY & INDEMNIFICATION AGREEMENT

Location: Ardmore, Oklahoma

Effective Date: ____

IMPORTANT NOTICE

COMBAT SPORTS, MARTIAL ARTS, SELF-DEFENSE TRAINING, SPARRING, WRESTLING, JUDO, BRAZILIAN JIU-JITSU, PHYSICAL CONDITIONING, OPEN-MAT TRAINING, COMPETITIONS, SEMINARS, AND RELATED ACTIVITIES INVOLVE INHERENT RISKS OF SERIOUS INJURY, PERMANENT DISABILITY, DEATH, PROPERTY DAMAGE, AND OTHER LOSSES.

BY SIGNING THIS AGREEMENT, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND ITS TERMS, HAVE HAD THE OPPORTUNITY TO ASK QUESTIONS, AND VOLUNTARILY AGREE TO PARTICIPATE IN THE ACTIVITIES PROVIDED BY RED ROAD JIUJITSU LLC.

1. PARTICIPANT INFORMATION

Participant Full Name:

Date of Birth: ____

Address:

Phone: ____

Email:

If Participant Is Under 18

Parent/Legal Guardian Name:

Relationship to Participant: _____

Parent/Guardian Phone: _____

Emergency Contact Name:

Emergency Contact Phone: _____

2. THE GYM AND ACTIVITIES

This Agreement is entered into between the participant and **Red Road JiuJitsu LLC**, located in Ardmore, Oklahoma ("Red Road JiuJitsu," "Gym," "we," "us," or "our").

This Agreement applies to the Participant's participation in any activity, program, class, lesson, training session, event, competition, seminar, open mat, or other activity provided, sponsored, organized, or permitted by Red Road JiuJitsu LLC.

Activities include, but are not limited to:

- Brazilian Jiu-Jitsu;
- Judo;
- Wrestling;
- Grappling;
- Submission grappling;
- Self-defense training;
- Martial arts instruction;
- Takedowns, throws, sweeps, pins, holds, joint locks, and submissions;
- Ground fighting;
- Positional drilling;
- Live rolling and sparring;
- Controlled-contact and full-contact training;
- Physical conditioning and fitness training;
- Strength and conditioning exercises;
- Use of training mats, bags, weights, exercise equipment, and other training apparatus;
- Open mat and independent training;
- Youth and children's programs;
- Adult programs;
- Private or small-group instruction;
- Tournaments and competitions;
- Demonstrations and exhibitions;
- Seminars, camps, clinics, workshops, and special events;
- Activities occurring at locations other than the Gym;
- Travel or transportation associated with Gym-sponsored activities when applicable; and

- Any activity reasonably related or incidental to the foregoing.

This Agreement applies whether participation occurs at Red Road Jiu-Jitsu's facility or at another location.

3. ACKNOWLEDGMENT OF INHERENT RISKS

I understand that combat sports, martial arts, wrestling, judo, Brazilian Jiu-Jitsu, grappling, and self-defense training are physical activities involving contact with other people and physical exertion.

I understand that injuries can occur even when participants follow instructions, use appropriate safety equipment, and act reasonably and responsibly.

I knowingly and voluntarily assume the risks associated with participation, including, but not limited to:

- Falls, slips, trips, and collisions;
- Being thrown, taken down, swept, pinned, tackled, punched, kicked, or otherwise contacted;
- Joint locks, submissions, chokes, holds, takedowns, throws, and other techniques;
- Accidental or intentional contact with another participant;
- Injuries resulting from training partners, instructors, coaches, or other individuals;
- Injuries to the head, brain, face, eyes, ears, nose, teeth, jaw, neck, and spine;
- Concussions and other traumatic brain injuries;
- Loss of consciousness;
- Sprains, strains, bruises, abrasions, cuts, burns, and contusions;
- Dislocations and fractures;
- Torn muscles, ligaments, tendons, cartilage, or other tissues;
- Back injuries;
- Nerve injuries;
- Paralysis;
- Internal injuries;
- Permanent disability;
- Serious illness;
- Heat-related illness, dehydration, exhaustion, and overexertion;
- Cardiovascular events;
- Allergic reactions or other medical emergencies;
- Infection, including skin infections or illnesses that may be transmitted through physical contact;
- Injuries resulting from improper technique or failure to follow instructions;
- Injuries resulting from another participant's negligence, recklessness, or conduct;
- Injuries resulting from my own negligence, physical limitations, or failure to follow instructions;
- Risks associated with exercise equipment, mats, flooring, training areas, and other facilities;
- Risks associated with competitions, tournaments, seminars, camps, or off-site events;
- Risks associated with traveling to or participating in events;
- Theft, loss, or damage to personal property; and
- Other known or unknown, foreseeable or unforeseeable risks associated with participation.

I understand that this list is not exhaustive and that other risks may exist.

4. ASSUMPTION OF RISK

I knowingly and voluntarily assume all risks associated with my participation in the Activities.

I understand that Red Road JiuJitsu cannot guarantee my safety and that no amount of instruction, supervision, protective equipment, rules, or safety precautions can eliminate all risks associated with combat sports and martial arts.

I voluntarily choose to participate despite these risks.

To the fullest extent permitted by Oklahoma law, I expressly assume the risks of injury, illness, disability, death, and property damage arising from or related to participation in the Activities, including risks arising from the ordinary negligence of a Released Party as defined below.

5. RELEASE AND WAIVER OF LIABILITY

In consideration for being permitted to participate in the Activities and use Red Road JiuJitsu's facilities, equipment, instruction, and services, I hereby release and discharge, to the fullest extent permitted by Oklahoma law:

Red Road JiuJitsu LLC, its owners, members, managers, officers, employees, instructors, coaches, trainers, agents, independent contractors, volunteers, representatives, affiliates, successors, assigns, landlords, property owners, event organizers, and other persons or entities acting on its behalf

(collectively, the "Released Parties")

from claims, demands, causes of action, damages, losses, costs, expenses, and liabilities arising out of or relating to my participation in the Activities, including claims for personal injury, illness, disability, death, or property damage.

This release specifically includes claims arising from the **ordinary negligence** of a Released Party, to the fullest extent such a release is permitted under Oklahoma law.

I understand that I am giving up certain legal rights by signing this Agreement.

Nothing in this Agreement is intended to release or waive liability that cannot legally be released or waived under Oklahoma law, including liability arising from fraud, willful or intentional misconduct, gross negligence, or other conduct for which liability may not lawfully be released.

6. COVENANT NOT TO SUE

To the fullest extent permitted by applicable law, I agree not to bring or maintain a claim against a Released Party for any claim that I have released under this Agreement.

If I bring a claim that is released or barred by this Agreement, I understand that the Released Parties may use this Agreement as a defense to that claim.

7. INDEMNIFICATION

To the fullest extent permitted by Oklahoma law, I agree to indemnify and hold harmless the Released Parties from claims, damages, liabilities, costs, and reasonable expenses arising from:

1. My negligent or wrongful acts or omissions;
2. My violation of Gym rules or safety instructions;
3. My unauthorized or improper use of facilities or equipment;
4. My conduct toward another participant or person; or
5. Claims brought by another person arising from my participation or conduct.

This provision does not require me to indemnify a Released Party for liability that cannot legally be shifted to me.

8. MEDICAL TREATMENT AND EMERGENCY CARE

I understand that Red Road JiuJitsu may not have medical professionals present at the facility.

I understand that instructors, coaches, employees, and other Gym personnel are not necessarily medical professionals and are not responsible for diagnosing or treating injuries.

If I become injured or ill, I authorize Red Road JiuJitsu personnel, when reasonably necessary, to seek emergency medical assistance on my behalf if I am unable to make or communicate that decision.

I understand that I am responsible for my own medical expenses, treatment, transportation, and follow-up care except where otherwise required by law.

Red Road JiuJitsu does not guarantee that emergency medical assistance will be immediately available.

9. PARTICIPANT RESPONSIBILITIES

I agree to:

- Follow all Gym rules and safety procedures;
- Follow instructions given by instructors and coaches;
- Train within my physical abilities;
- Use equipment properly;
- Use required protective equipment;
- Immediately report injuries or unsafe conditions;
- Immediately notify an instructor if I believe I or another participant has been injured;
- Stop training when instructed;
- Tap, verbally submit, or otherwise communicate submission when appropriate;
- Respect training partners;
- Avoid intentionally reckless or dangerous conduct;
- Maintain appropriate hygiene;
- Keep fingernails and toenails trimmed;
- Refrain from training when experiencing a contagious illness or condition that could reasonably endanger others;
- Refrain from training while impaired by alcohol, illegal drugs, or any substance that materially impairs judgment or physical ability; and
- Follow all competition, event, and instructor-specific rules.

I understand that Red Road JiuJitsu may remove or suspend any participant who violates safety rules or creates an unreasonable risk to others.

10. BRAZILIAN JIU-JITSU, JUDO, WRESTLING, AND SELF-DEFENSE

I specifically acknowledge that Brazilian Jiu-Jitsu, judo, wrestling, grappling, and self-defense training may involve:

- Throws and takedowns;
- Falls to the mat;
- Physical restraint;
- Pins;
- Joint manipulation;
- Chokes and strangulation-type techniques;
- Pressure applied to the neck or other parts of the body;
- Ground fighting;
- Escaping or defending against physical attacks;
- Striking or simulated striking where permitted;
- Close physical contact;
- Rapid changes in position;

- Training with partners of different sizes, strengths, experience levels, and skill levels.

I understand that these activities can cause serious injury even when performed under qualified instruction.

I voluntarily assume these risks.

11. YOUTH AND MINOR PARTICIPANTS

If the Participant is under eighteen (18) years of age, I represent and warrant that I am the Participant's parent or legal guardian or otherwise have legal authority to provide permission for participation.

I understand the risks associated with the minor Participant's participation in Brazilian Jiu-Jitsu, judo, wrestling, self-defense, martial arts, and related activities.

I have discussed the nature and risks of these activities with the minor Participant in an age-appropriate manner.

I voluntarily give permission for the minor Participant to participate.

Parent/Guardian Assumption of Risk

I, as parent or legal guardian, knowingly and voluntarily assume the risks associated with the minor Participant's participation.

To the fullest extent permitted by Oklahoma law, I agree to the release, waiver, covenant-not-to-sue, and indemnification provisions of this Agreement on my own behalf.

I also agree to be responsible for obligations imposed upon me personally under this Agreement, including indemnification obligations arising from my own acts or omissions.

Minor's Legal Rights

I understand that a minor may have legal rights that cannot be waived or released solely by a parent or guardian.

Nothing in this Agreement is intended to waive or release a claim to the extent that such waiver or release is prohibited or unenforceable under Oklahoma law.

Red Road JiuJitsu intends this Agreement to provide the maximum protection permitted by Oklahoma law, but does not represent that every provision will be enforceable in every circumstance.

12. CONCUSSION AND HEAD-INJURY ACKNOWLEDGMENT

I understand that combat sports and martial arts may involve impacts to the head.

I agree to immediately stop participating and notify an instructor if I experience symptoms of a concussion or other significant injury.

For a minor participant, I authorize Red Road JiuJitsu to remove the participant from training if Gym personnel reasonably believe the participant may have suffered a concussion or significant injury.

The Gym may require medical clearance before permitting the participant to resume training.

I understand that Gym personnel are not diagnosing medical conditions and that professional medical evaluation may be necessary.

13. COMPETITIONS, TOURNAMENTS, SEMINARS, AND SPECIAL EVENTS

I understand that competitions, tournaments, seminars, camps, demonstrations, exhibitions, clinics, and special events may involve risks beyond ordinary training.

These risks may include:

- Increased training intensity;
- Unfamiliar training partners;
- Different rules or competition formats;
- Different facilities or surfaces;
- Travel;
- Transportation;
- Lodging;
- Crowds and spectators;
- Increased physical contact;
- Weight-class requirements;
- Physical exhaustion;
- Off-site activities; and
- Risks associated with third-party facilities or event organizers.

This Agreement applies to those activities whether conducted at Red Road JiuJitsu or elsewhere.

14. OPEN MAT AND INDEPENDENT TRAINING

I understand that open-mat and independent training may involve less direct supervision than a scheduled instructional class.

I agree to use reasonable judgment, follow Gym rules, properly use equipment, and recognize my own physical limitations.

I understand that reduced supervision does not eliminate the risks of participation.

15. PERSONAL PROPERTY

I understand that Red Road JiuJitsu is not responsible for loss, theft, or damage to personal property brought onto or left at the Gym except to the extent such liability cannot lawfully be excluded.

I am responsible for securing my personal belongings.

16. PHOTOGRAPHY AND VIDEO RELEASE

OPTIONAL — PARTICIPANT/PARENT INITIALS: ____

I authorize Red Road JiuJitsu LLC to photograph or record me, or the minor Participant for whom I am signing, during Gym activities.

I authorize Red Road JiuJitsu to use such photographs or recordings for legitimate Gym-related purposes, including its website, social media, advertising, promotional materials, educational materials, and other marketing purposes.

I understand that this authorization is voluntary and that declining it will not affect my eligibility to participate.

Participant/Parent Initials: ____

17. GYM RULES AND POLICIES

I acknowledge that Red Road JiuJitsu may establish, modify, and enforce reasonable rules, policies, safety procedures, class requirements, and participation standards.

I agree to comply with those rules and understand that violation of Gym rules may result in suspension or termination of participation.

18. INSURANCE

I understand that Red Road JiuJitsu LLC does not provide health, medical, accident, or personal injury insurance for participants.

I am responsible for obtaining and maintaining any insurance coverage I consider appropriate.

19. GOVERNING LAW

This Agreement shall be governed by and interpreted under the laws of the State of Oklahoma.

Any dispute concerning this Agreement shall be subject to applicable Oklahoma law and the jurisdiction of courts having proper jurisdiction.

20. SEVERABILITY

If any provision of this Agreement is determined to be invalid, unlawful, or unenforceable, that provision shall be modified or limited to the minimum extent necessary to make it enforceable if permitted by law.

The remaining provisions shall remain in effect to the fullest extent permitted by law.

21. ENTIRE AGREEMENT

This Agreement constitutes the agreement between the Participant and Red Road JiuJitsu LLC concerning the matters addressed herein and supersedes prior oral or written representations concerning those matters.

No modification of this Agreement shall be effective unless made in writing and authorized by Red Road JiuJitsu LLC.

22. ACKNOWLEDGMENT

I certify that:

- I have read this entire Agreement;
- I understand the nature of the Activities;
- I understand that combat sports and martial arts involve significant risks;
- I understand that I am giving up certain legal rights by signing this Agreement;
- I have had the opportunity to ask questions about this Agreement;
- I have had the opportunity to consult an attorney before signing;
- I am signing voluntarily;
- I understand that no one has guaranteed that I will not be injured; and
- I agree to be bound by this Agreement to the fullest extent permitted by law.

I UNDERSTAND THAT THIS IS A LEGALLY BINDING AGREEMENT. I HAVE READ IT CAREFULLY BEFORE SIGNING.

ADULT PARTICIPANT

Participant Name:

Participant Signature:

Date: _____

PARENT/LEGAL GUARDIAN OF MINOR PARTICIPANT

I certify that I am the parent or legal guardian of the minor Participant and have authority to provide permission for the minor's participation.

I have read and understand this Agreement and agree to its terms on my own behalf to the fullest extent permitted by Oklahoma law.

Parent/Guardian Name:

Signature:

Date: ____

Relationship to Participant:

MINOR PARTICIPANT ACKNOWLEDGMENT

I understand that Brazilian Jiu-Jitsu, judo, wrestling, self-defense, and other combat sports involve physical contact and the possibility of injury.

I agree to follow the instructions of my coaches and instructors and to treat my training partners with respect.

Minor Participant Name:

Minor Participant Signature:

Date: ____

EMERGENCY CONTACT

Name:

Relationship:

Primary Phone:

Alternate Phone:

RED ROAD JIUJITSU LLC REPRESENTATIVE

Name:

Title:

Signature:

Date: _____

FINAL ACKNOWLEDGMENT

I UNDERSTAND THAT PARTICIPATION IN BRAZILIAN JIU-JITSU, JUDO, WRESTLING, SELF-DEFENSE, AND OTHER COMBAT SPORTS INVOLVES THE RISK OF SERIOUS INJURY, PERMANENT DISABILITY, OR DEATH. I HAVE READ THIS AGREEMENT, UNDERSTAND ITS TERMS, AND SIGN IT VOLUNTARILY.