

**NEXJEN BJJ**  
**197C FRANKFORT STREET**  
**VERSAILLES, KY 40383**

**MEMBERSHIP LIABILITY RELEASE WAIVER**

**Recognition of Inherent Risks**

I hereby understand and acknowledge that the equipment, facilities, training, programs, and/or events held by NexJen BJJ (hereinafter "Gym") may expose me to many inherent risks, including accidents, injury, illness, permanent disability or even death. I assume all risk of injuries associated with participation including, but not limited to, falls, infections, contact with other participants, the effects of the weather, including high heat and/or humidity, weight lifting, use of equipment, participating in gym activities, and all other such risks being known and appreciated by me.

**Responsibility to Communicate Physical Or Mental Restrictions In Writing**

I hereby acknowledge my responsibility in communicating, in writing, any physical and psychological concerns that might conflict with participation in activity, and presenting those concerns to the Gym owner prior to participating. I acknowledge that I am physically fit and mentally capable of performing the physical activity I choose to participate in.

**Waiver of Liability**

In consideration of my use of the exercise equipment and facilities provided by the Gym, I expressly agree and contract, on behalf of myself, my heirs, executors, administrators, successors and assigns, that the Gym and its officers, agents, employees, organizers, insurers, directors, associates, representatives, and successors, shall not be liable for any damages arising from personal injuries (including death) or other damages (both economic and non-economic) sustained by me, on, or about the premises, or as a result of the use of the training, programs, events, equipment or facilities, regardless of whether such injuries result, in whole or in part, from the negligence of the Gym.

I understand and agree that the Gym is not responsible for property that is lost, stolen, or damaged while in, on, or about the premises.

**Indemnification, Hold Harmless and Release**

By the execution of this agreement, I agree, for myself and anyone entitled to act on my behalf, to fully and forever INDEMNIFY, HOLD HARMLESS, DISCHARGE, WAIVE AND RELEASE the Gym, its officers, agents, employees, organizers, insurers, directors, associates, representatives, and successors from any responsibility for damages (both economic and non-economic), liabilities, demands, rights of action, causes of action, losses of any type, or claims of any kind, present or future, whether the same be known or unknown, anticipated, or unanticipated, resulting from arising out of the use of or my participation in the Gym training, programs, events, equipment or facilities.

**Compliance With Rules**

I agree to comply with all rules imposed by the Gym regarding the use of the facilities and equipment. I agree to conduct myself in a controlled and reasonable manner at all times, and to refrain from using any equipment, training, or property in a manner inconsistent with its intended design and purpose.

**Voluntary Signature**

I HAVE READ THE FOREGOING WAIVER, INDEMNIFICATION, AND RELEASE OF LIABILITY AND VOLUNTARILY EXECUTED THIS DOCUMENT WITH FULL KNOWLEDGE OF ITS CONTENT.

I HEREBY SIGN IT VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY.

Participant's Printed Name: \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

*(or parent or guardian if under 18)*

**NEXJEN BJJ • 197C Frankfort Street • Versailles, KY 40383• 859-684-4281**

**NEXJEN BJJ PHOTO RELEASE FORM** I grant permission to NexJen BJJ and its agents or employees, to use photographs taken of me or my minor child/children in classes or events of NexJen BJJ for use in publications such as brochures, newsletters, and magazines, and to use the photographs on display boards, and to use such photographs in electronic versions of the same publications or on NexJen BJJ web sites or other electronic form or media, and to offer them for use or distribution in other non-company publications, electronic or otherwise, without notifying me. I hereby waive any right to inspect or approve the finished photographs or printed or electronic matter that may be used in conjunction with them now or in the future, whether that use is known to me or unknown, and I waive any right to royalties or other compensation arising from or related to the use of the photograph. I hereby agree to release, defend, and hold harmless NexJen BJJ and its agents or employees, including any firm publishing and/or distributing the finished product in whole or in part, whether on paper or via electronic media, from and against any claims, damages or liability arising from or related to the use of the photographs, including but not limited to any misuse, distortion, blurring, alteration, optical illusion or use in composite form, either intentionally or otherwise, that may occur or be produced in taking, processing, reduction or production of the finished product, its publication or distribution.

I understand that this permission is revocable at any time when requested in writing.

Participant's Printed Name: \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

*(or parent or guardian if under 18)*