



**NEXT GENERATION MMA
RELEASE AND LIABILITY WAIVER AND INDEMNITY AGREEMENT**

PARTICIPANT INFORMATION

NAME _____ **Phone Number** _____ **Email** _____

EMERGENCY CONTACT INFORMATION

NAME _____ **Phone Number** _____

This Release and Liability Waiver Agreement (“WAIVER”) is entered as of _____, 2010 by and between NEXT GENERATION MIXED MARTIAL ARTS (“Provider”) and the individual participant or legal guardian(s) of the minor participant, _____ (your name) (“Participant”). Provider and Client may collectively be referred to as the “Parties”.

WHEREAS, This Amendment will be valid for all durations of time in which the participant agrees to participate in any and all activities at NEXT GENERATION MIXED MARTIAL ARTS.

NOW, THEREFORE, the Participant agrees to the terms that follow:

In consideration of being permitted to participate in any way in the Martial Arts Program(s) indicated below and/or being permitted to enter for any purpose any restricted area: herein defined as any area where in admittance to the general public is prohibited; the individual and/or legal guardian(s) of the minor participant named below agree:

1. The participant or parent(s) and/or legal guardian(s) will instruct the minor participant that prior to participating in the below martial arts activity or event(s) at all NEXT GENERATION MIXED MARTIAL ARTS facilities, he or she will inspect the facilities and equipment to be used, and if he or she believes anything is unsafe, the participant should immediately advise the Provider of such condition and refuse to participate. I understand and agree that, if at any time, I feel anything to be UNSAFE; I will immediately take all precautions to avoid the unsafe area and REFUSE TO PARTICIPATE further.
2. I/We fully understand and acknowledge that:
 - a. There are risks and dangers associated with participation in martial arts events and activities which could result in bodily injury partial and/or total disability, paralysis and death.
 - b. The social and economic losses and/or damages, which could result from these risks and dangers described above, could be severe.
 - c. These risks and dangers may be caused by the action, inaction or negligence of the participant or the action, inaction or negligence of others, including, but not limited to, the Provider.
 - d. There may be other risks not known to us or are not reasonably foreseeable at this time.
3. I/WE accept and assume such risks and responsibility for the losses and/or damages following such injury, disability, paralysis or death, however caused and whether caused in whole or in part by the negligence of the Provider.

4. I/We HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE NEXT GENERATION MIXED MARTIAL ARTS facilities used by the participant, including it owners, managers, promoters, lessees of premises used to conduct the martial arts event or program, premises and event inspectors, underwriters, consultants and others who give recommendations, directions or instructions to engage in risk evaluation or loss control activities regarding the martial arts facilities or events held at such facilities and each of them, their directors, officers, agents, employees, all for the purpose herein referred to as "Provider". From all liability to the undersigned, my/our personal representatives, assigns, executors, heirs and next to kin For any and all claims, demands, losses or damages and any claims or demands therefore on account of any injury, including but not limited to the death of the participant or damage to property, arising out of or relating to the event(s) caused alleged to be caused in whole or in part by the negligence of the Provider or otherwise.
5. I/We HEREBY acknowledge that THE ACTIVITIES OF THE EVENT(S) ARE VERY DANGEROUS and involve the risk of serious injury and/or death and/or property damage. Each of THE UNDERSIGNED also expressly acknowledges that INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE PROVIDER.
6. EACH OF THE UNDERSIGNED further expressly agrees that the foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of California in which the event is conducted and that if any portion is held invalid, it is agreed that the balance shall, notwithstanding continue in full legal force and effect.
7. On behalf of the participant and individually, the undersigned partners(s) and/or legal guardian(s) for the minor participant executes this Waiver and Release. If, despite the release, the participant makes a claim against the Provider, the parents(s) and/or legal guardian(s) will reimburse the Provider for any money which they have paid to the participant, or on his behalf, and hold them harmless.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

IN WITNESS WHEREOF, the Parties have caused this Waiver to be executed the day and year first above written.

PROVIDER:

CLIENT:

Signature

Signature

Print Name

Print Name

**NEXT GENERATION MMA
REPRESENTATIVE**

**NEXT GENERATION MMA
PARTICIPANT**