

Student Waiver, Participant Agreement, Release, and Acknowledgement of Risk

In consideration in the risks and services of East Side Muay Thai LLC, Jose Aguirre, Kimberly Higgins, their agents, owners, officers, volunteers, participants, employees, and all other persons or entities who act in any capacity on their behalf (hereinafter collectively referred to as "East Side Muay Thai"), I hereby agree to release and discharge East Side Muay Thai, Jose Aguirre, on behalf of myself, my children, my parents, my heirs, assigns, personal representatives, and estate as follow:

1. I acknowledge that the study and training of Muay Thai Boxing, Kickboxing, and all other 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 risks include, among other things: intense, stressful, and strenuous exercises and 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, blood borne and airborne pathogens, broken bones, heart attacks, or other cardiovascular diseases, or other serious injury resulting in death and/ or property damage. Furthermore, I agree, understand, and recognize that East Side Muay Thai instructors have difficult jobs to perform. The instructors seek safety, but they are not infallible. They might be ignorant of a participant's fitness or abilities. They may give inadequate warnings or instruction, and the equipment being used might malfunction.
2. I expressly agree and promise to accept and assume all of the risks 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 East Side Muay Thai from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of East Side Muay Thai equipment or facilities, including any such claims which allege negligent acts or omissions of East Side Muay Thai, Jose Aguirre, or Kimberly Higgins.
4. Should East Side Muay Thai, Jose Aguirre, Kimberly Higgins, or anyone acting on their behalf be required to incur attorneys' fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
5. 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 or physical conditions which could interfere with my safety in this activity, or else I am willing to assume and bear the costs of all risks that may be created, directly or indirectly, by any such condition.
6. In the event that I file a lawsuit against East Side Muay Thai, Jose Aguirre or Kimberly Higgins, I agree to do so solely in the state of Virginia, and further agree that the substantive law of that state shall apply in that action without regard to conflict of law rules of that state.

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 of law to have waived my right to maintain a lawsuit against East Side Muay Thai, Jose Aguirre, or Kimberly Higgins, on the basis of any claim from which I have released them herein.

By signing below, I acknowledge that 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.

Print Name: _____ Today's Date: _____

Signature: _____

