

MARTIAL ARTS WAIVER AND RELEASE OF LIABILITY

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This Martial Arts Waiver and Release of Liability (this "**Waiver**") is entered into as of [EFFECTIVE DATE] (the "**Effective Date**") by and between:

[STUDENT / PARTICIPANT NAME], residing at [PARTICIPANT ADDRESS] (the "**Student**"); and

[SCHOOL / ACADEMY / DOJO LEGAL NAME], a [STATE] [ENTITY TYPE] with its principal place of business at [ADDRESS] (the "**School**").

Student and School are each a "**Party**" and together the "**Parties**."

Recitals. The School offers martial arts instruction and training, including [DESCRIBE: e.g. striking, grappling, sparring, ground work, weapons forms, conditioning, and competition preparation in disciplines such as Brazilian jiu-jitsu, Muay Thai, boxing, karate, taekwondo, judo, wrestling, or mixed martial arts] (the "**Training**"). The Student wishes to take part in the Training and understands that martial arts involve physical contact and a real risk of injury. The School permits the Student to participate only on the condition that the Student agrees to this Waiver. In consideration of being permitted to participate, the Parties agree as follows.

1. Training and Voluntary Participation

1.1 Description. The Training includes instruction, drilling, partner work, [controlled / full-contact] sparring, conditioning, and use of mats, bags, pads, and related equipment at [LOCATION(S)] during scheduled classes and open training.

1.2 Voluntary participation. The Student takes part voluntarily and of the Student's own free will, and may decline any drill, technique, or sparring round, and may stop at any time, if the Student feels unwell, fatigued, or at risk.

1.3 Physical contact. The Student understands that the Training involves close physical contact, strikes, throws, joint locks, chokes, takedowns, and submission techniques applied by and against training partners of varying size, strength, and skill.

1.4 Tap and control. The Student agrees to tap, signal, or call out to end a technique, to release a partner immediately on a tap or signal, and to train with control appropriate to the partner and the drill.

2. Assumption of Risk

2.1 Inherent risks. The Student understands that martial arts training and sparring involve inherent and significant risks, including [e.g. bruises, cuts, sprains, strains, dislocations, fractures, concussions and other head injuries, dental injuries, joint and ligament damage, choke- or strike-related loss of consciousness, cauliflower ear, ringworm and other skin infections, spinal injury, and aggravation of

pre-existing conditions], and that these risks may result in minor or serious bodily injury, illness, permanent disability, or death.

2.2 Knowing assumption. Knowing and appreciating these risks, the Student freely and voluntarily assumes all risk of loss, damage, injury, illness, or death arising out of or related to the Training, including risks arising from contact with training partners and from the School's ordinary negligence to the extent permitted by law.

2.3 Conduct of others. The Student accepts the risk that training partners and other students may act carelessly, apply more force than intended, or fail to respect a tap, and the Student assumes the risk of injury caused by the conduct of others.

3. Conduct, Hygiene, and Equipment

3.1 Rules and instructions. The Student will follow all posted rules, mat etiquette, and the reasonable instructions of instructors, including rules on sparring intensity, prohibited techniques, and supervision requirements.

3.2 Protective equipment. The Student will wear the protective equipment the School requires for a given activity (for example, mouthguard, gloves, headgear, or groin protection) and understands that protective equipment reduces but does not eliminate the risk of injury.

3.3 Hygiene. The Student will maintain good hygiene, keep nails trimmed, cover open wounds, and refrain from training with a contagious condition, to reduce the risk of skin infections and illness.

3.4 Skill-appropriate training. The Student will train at a level appropriate to the Student's experience and will inform the instructor before attempting a new or advanced technique.

4. Health Representations and Medical Authorization

4.1 Fitness to participate. The Student represents that the Student is in good health and has no medical condition that would make participation unsafe, or has obtained clearance from a physician to participate.

4.2 Disclosure. The Student has disclosed any condition, injury, prior concussion, pregnancy, or limitation relevant to safe participation: **[LIST OR "NONE"]**, and will promptly inform the School of any change.

4.3 Consent to treatment. In the event of injury or a medical emergency, the Student authorizes the School to arrange emergency medical care and transport, and is responsible for the cost of any treatment and related transport.

4.4 Emergency contact. The Student's emergency contact is **[NAME, RELATIONSHIP, PHONE]**.

5. Release and Waiver of Claims

5.1 Release. To the fullest extent permitted by applicable law, the Student releases, waives, and discharges the School and its owners, officers, instructors, employees, agents, contractors, and other students (the "**Released Parties**") from any and all claims, demands, causes of action, and liability for loss, damage, injury, illness, or death arising out of or related to the Training, including claims based on the ordinary negligence of any Released Party.

5.2 Covenant not to sue. The Student agrees not to sue or bring any claim against the Released Parties for any matter released under Section 5.1.

5.3 Limits of the release. This release does not apply to liability that applicable law does not permit to be waived, including, in many jurisdictions, liability for gross negligence, recklessness, or willful or wrongful

misconduct. The scope and enforceability of liability waivers vary by jurisdiction; local law controls where it limits what may be released.

6. Indemnification

6.1 Indemnity. To the fullest extent permitted by applicable law, the Student will indemnify and hold harmless the Released Parties from any claim brought by or on behalf of the Student, or by a third party, arising out of the Training or the Student's breach of this Waiver, including reasonable attorneys' fees.

6.2 Exclusions. The indemnity in Section 6.1 does not extend to liability arising from a Released Party's gross negligence or willful misconduct, or to the extent applicable law prohibits indemnification.

7. Media and Property

7.1 Media release. The Student **[grants / does not grant]** the School permission to capture photographs or video of the Student during the Training and to use that media for the School's promotional purposes without further compensation.

7.2 Personal property. The Student is responsible for the Student's personal property. The School is not responsible for lost, stolen, or damaged property, whether or not stored in a locker or changing area.

8. Minor (if applicable)

8.1 Parent or guardian consent. If the Student is under the age of majority in the governing jurisdiction, the undersigned parent or legal guardian represents that they have legal authority to consent on the Student's behalf, agrees to all terms of this Waiver on the Student's behalf, and, to the fullest extent permitted by law, releases and indemnifies the Released Parties on the same terms as the Student.

8.2 Acknowledgment. The parent or guardian understands that, in some jurisdictions, a parent's pre-injury waiver of a minor's claims may be limited or unenforceable, and that local law controls.

9. General Provisions

9.1 Governing law and venue. This Waiver is governed by the laws of the State of **[STATE]**, without regard to its conflict-of-laws rules. The Parties submit to the jurisdiction of the state and federal courts located in **[COUNTY, STATE]**.

9.2 Severability. If any provision of this Waiver is held unenforceable, the remaining provisions remain in full force, and the unenforceable provision will be narrowed or reformed only to the extent needed to make it enforceable, so that the release operates to the maximum extent the law allows.

9.3 Entire agreement; amendment. This Waiver is the entire agreement between the Parties on its subject and may be amended only by a writing signed by both Parties. It is intended to supplement, not replace, the School's membership terms, if any.

9.4 Binding effect. This Waiver binds and benefits the Parties and their heirs, next of kin, executors, administrators, successors, and assigns.

9.5 Acknowledgment of understanding. The Student has read this Waiver, understands that it gives up substantial legal rights, including the right to sue, and signs it freely and voluntarily.

9.6 Counterparts and electronic signature. This Waiver may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one agreement.

IN WITNESS WHEREOF, the Parties have executed this Waiver as of the Effective Date. The Student acknowledges having read and understood this Waiver before signing.

STUDENT

SCHOOL

Signature: _____

Signature: _____

Printed name: **[NAME]**

Printed name: **[NAME]**

Title: **[N/A]**

Title: **[TITLE]**

Date: _____

Date: _____

Parent or Guardian (complete only if the Student is a minor):

PARENT / LEGAL GUARDIAN

Signature: _____

Printed name: **[NAME]**

Relationship to Student: **[RELATIONSHIP]**

Date: _____

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