

# JUNIOR GRAPPLING ASSOCIATION, LLC.

## RELEASE FROM LIABILITY

**Important: This release is a legal contract binding upon you and the Junior Grappling Association, LLC. Read it carefully and obtain legal assistance if you do not understand it.**

- 1. Voluntary Participation.** I, the undersigned, acknowledge and state that I have applied to voluntarily participate in the "CAPITAL BATTLE" (referred to as the "Event") being conducted, sponsored and/or produced by JUNIOR GRAPPLING ASSOCIATION, LLC. (Collectively referred to as the "Event Sponsors"), on May 28, 2011, at the facilities of the Gar-Field Senior High School, Woodbridge, VA.
- 2. ASSUMPTION OF RISK.** I AM AWARE AND UNDERSTAND THAT, IN GENERAL, MARTIAL ARTS IS A DANGEROUS AND HAZARDOUS ACTIVITY, AND IN PARTICULAR, THE EVENT IN WHICH I AM PARTICIPATING INVOLVES EXTREMELY DANGEROUS AND HAZARDOUS ACTIVITIES. I AM VOLUNTARILY AND OF MY OWN FREE WILL PARTICIPATING IN THE EVENT WITH FULL KNOWLEDGE AND UNDERSTANDING OF THE SERIOUS DANGER AND HAZARDS INVOLVED. IN HERBY CONSENT AND AGREE TO COMPLETELY ACCEPT ALONE ANY AND ALL RISKS OF INJURY OR DEATH, AND I VERIFY AND CONFIRM THIS STATEMENT BY PLACING MY INITIALS HERE: \_\_\_\_\_.
- 3. Release.** In consideration for being permitted by the Complete Sponsors (as that term is defined below), to participate in the Event, and in consideration for being permitted to use the facilities in connection with the Event, I hereby agree that I, my heirs, distributees, guardians, successors in interest and legal representatives (collectively referred to as "Releasor") will not make a claim or file an action or suit against, sue or attach the property of (a) the Event Sponsors, or any of them, The facility, and/or any of their respective affiliated organizations (collectively referred to as the "Complete Sponsors"), and (b) any and all manufacturers, distributors, wholesalers, suppliers, retailers, and/or providers of the facilities and equipment I will use in connection with the Event and its activities (collectively referred to as the "suppliers"), (the Complete Sponsors and the Suppliers shall collectively be referred to a "Releasees"), for damages, injury, emotional distress claims, bodily injury claims, and punitive damages, whether known or unknown, foreseen or not due to resulting from the acts, conduct, negligence, or misfeasance of, or failures to act by, the Releasees, or any them.
- 4. Application of Virginia Law.** In further consideration of (a) being permitted to participate in the Event, and (b) being permitted to use any of the facilities and equipment, I hereby agree that this Release from Liability shall be interpreted under and construed in accordance with Virginia law only, without the benefit of and disregarding all Virginia conflict of laws provisions, so that any and all disputes, contentions, disagreements or controversies arising from or related to (a) this Release from Liability, (b) my participation in the Event, or (c) my use of the facilities and/or equipment, shall be interpreted under and in accordance with only Virginia law regardless of my domicile or residency; and that the only court in which an action or suit may be brought in connection with the foregoing shall be the court of original jurisdiction of the Commonwealth of Virginia situated in the County of Prince William. Further, I waive any right I may have to assert the doctrine of forum non conveniens or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this Release, and I stipulate that Virginia courts shall have in personam jurisdiction and venue over me for the purpose of litigating any dispute, controversy, or proceeding arising out of or related to the Release, the Event Sponsors, the Complete Sponsors, and/or the Suppliers
- 5. Health Advisory and Conditions.** I hereby acknowledge and understand that participation in the Event involves extremely strenuous physical activity, and that I have been advised to consult a physician before commencing and undertaking such activity. I hereby represent that, to the best of my knowledge, I am in good physical health and condition, sufficient to undertake the activities and practices required during the Event.
- 6. Knowing and Voluntary Execution.** I hereby declare that I have carefully read this Release from Liability, and that I fully understand the meaning and importance of its contents. I acknowledge that this Release is a binding contract among the Complete Sponsors, the Suppliers and me, and that under this contract I am releasing the Complete Sponsors and the Suppliers from all liability for claims I may have against them. I further declare and represent that I am at least 18 years of age, that I have full legal capacity to be bound by the contract, and I am signing this contract of my own free will and accord.

Executed at: \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 2011  
(City, State)

Print Participant Name: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

### **A PARENT OR GUARDIAN MUST INITIAL ABOVE AND SIGN BELOW.**

Parent or Legal Guardian Sign name: \_\_\_\_\_

Parent or Legal Guardian Print name: \_\_\_\_\_

