

 **RED HOOK**

**BRAZILIAN JIU JITSU**

**,, LLC**

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 **]**

**Brazilian Jiu Jitsu**

**[**

 **] MMA**

**[**

 **] Muay Thai**

**[**

 **] Kids Programs**

 **] Women’ Only BJJ**

**[**

**Referred by:**

 East Market Street

25

Red Hook, NY

**(845) 835**

**-**

**8230**

|  |  |  |
| --- | --- | --- |
| **- ID (DO NOT FILL)**   | **Name**  | **DOB:**  |
| **Guardian or Parent**    | **DOB:**  |
| **Address:**  | **City**  | **State**  | **Zip Code:**  |
| **Home Phone #**  | **Cell Phone #**  | **Email:**  |  |
| **In case of emergency please contact:**    |  |
| **Member Since**    | **Please list your previous experience in any Martial Arts**  |  |
| **Do you have any medical, physical, mental conditions that might affect your training? Yes\_\_\_\_ No \_\_\_\_** **If Yes, explain:**   |  |

**Agreement / Liability Waiver and Release**

Red Hook Brazilian Jiu Jitsu, LLC urges you and all students to obtain a physical examination from a doctor before using any exercise equipment or participating in any exercise or martial art class. All exercises, including the use of weights and all machinery, equipment and apparatus designed for exercising shall be at the student’s sole risk. Member understands that the agreement to use, or selection if exercise programs, methods and types of equipment shall be member’s entire responsibility, and Red Hook Brazilian Jiu Jitsu, LLC shall not be liable to member for any claims, demands, injuries, damages or actions arising due to injury to member’s person or property arising out of or in connection with the use by member of the services, facilities, and premises of Red Hook Brazilian Jiu Jitsu, LLC. Members hereby holds Red Hook Brazilian Jiu Jitsu, LLC, its officers, owners, agents and employees harmless from all claims which may be brought against them by member or non member behalf for any such injuries or claims;

In consideration of being allowed to participate in any way in Red Hook Brazilian Jiu Jitsu, LLC related activities, the undersigned:

* Acknowledges and fully understands that the practice of martial arts training involves risks of serious injury, including disability and death. Also, severe social and economic loses may result not only from actions, inaction or negligence, but also from actions, inaction or negligence of others, the rules of play, or the condition of the premises or any equipment used. Further, there may be other risks not known to us or not reasonably foreseeable at this time.
* Assumes all the foregoing risks and accepts personal responsibility for the damages following such injury, permanent disability or death.
* Acknowledges that before enrolling in any physical activity he or she should have his or her health or the health of the one I am signing for checked by a general physician.
* Releases, waives, discharges and covenants not to sue Red Hook Brazilian Jiu Jitsu, LLC, Thomas R. Clare, Kelsey A. Kirker or any other instructor presented or, Kore Martial Arts, its affiliated clubs, other participants, sponsoring agencies, sponsors, advertisers, and, if applicable, owners or leasers of premises used to conduct events, all of which are hereinafter referred to as “releases”, from demands, losses or damages on account of injury, including death or damage to property, caused or alleged to be caused in whole or in part by the negligence of the releases or otherwise.

***I further understand that Kore Martial Arts and American Top Team may use different sources of media such as Internet such as Youtube, Facebook, Instagram, MySpace, Twitter, TV, radio, magazines, newspapers, and/or any other online, written, audio or video media, to promote the school, members and programs. Therefore it’s possible that news media and others might cover the classes, training sessions, any sort of event where Kore Martial Arts / American Top Team students and fighters participate, tournaments, seminars, presentations, workshops and that it may also be videotaped, photographed or otherwise shown to audiences locally or around the world. I hereby expressly and irrevocably forever consent to having my likeness or of my children shown, publicized, commented and/or reported on; and I do not expect to, and in fact waive any compensation I might otherwise be entitled to as a result thereof***.

# AGREEMENT

 **Non Competition \_\_\_\_\_\_\_\_\_\_** *{initials of all parties}*

In consideration of the provisions of this Agreement, Instructor/Student shall not, for a period of Ten (10) years immediately following the receipt of his/her white, blue purple, brown, or black belt rank: or the first day the paticipant enters into a contract with Red Hook Brazilian Jiu Jitsu, LLC/The MMA Collective:

1. Directly or indirectly own, manage, operate, participate in, consult with, assist in, work or participate in as volunteer or, but not only, as a part-time or full-time employee, for any martial arts school or organization located within 45 miles from another Kore Brazilian Jiu Jitsu or Red Hook Brazilian Jiu Jitsu, LLC/The MMA Collective location; or any other location which is engaged in the business of instructing, teaching, or/and coaching martial arts activities such as Brazilian Jiu-Jitsu, Muay Thai, Kickboxing, Striking for MMA, Wrestling, Fitness, Personal Training, Grappling and its subdivisions such as submission wrestling, submission grappling, submission, without prior approval from Thomas R. Clare.

1. either alone or in conjunction with any other person, partnership or business, directly or indirectly, solicit or divert or attempt to solicit or divert any of the Instructors, students or former students and former instructors of Kore, American Top Team or its affiliates to work for or represent any competitor of American Top Team or Kore Martial Arts or its affiliates.

1. *if the Instructor currently holds the rank of blue belt, the Instructor agrees that the above provisions shall apply if he/she leaves* Red Hook Brazilian Jiu Jitsu, LLC *and that the above provisions shall take effect immediately upon his/her withdrawal from* Red Hook Brazilian Jiu Jitsu, LLC *and shall last for the same ten year duration.*

**BY SIGINING THE ABOVE WAIVER AND RELEASE YOU UNDERSTAND THAT YOU HAVE GIVEN UP SUBSTANTIAL RIGHTS AND YOU ACKNOWLEDGE THAT YOU HAVE SIGNED VOLUNTARILY AFTER READING AND UNDERSTANDING THIS ENTIRE DOCUMENT.**

**Date\_\_\_\_/\_\_\_\_/\_\_\_\_\_**

 Witness Participant / Releasor

 Please Print Name Please Print Name

**Parent Signature ( If under 18 years of age ): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Rev 1.0 – Saturday, October 14, 2017 - https://d.docs.live.net/80ce125dc6694d6b/Workdir-LEM/Kore BJJ/Marketing/Logos/Logos Affiliates/MMA Collective/Waiver The MMA Collective.docx