

**OPEN MAT, INC.
dba GRACIE CHARLOTTESVILLE**

ACKNOWLEDGMENTS, WAIVER, ASSUMPTION OF RISK AND RELEASE

Name: _____

Age: _____

Date of Birth: _____

Address: _____

Telephone No.: _____

Email: _____

Emergency Contact: Name: _____

Telephone No.: _____

**PLEASE READ CAREFULLY – THIS IS A LEGAL DOCUMENT THAT AFFECTS YOUR
LEGAL RIGHTS**

This Acknowledgements, Waiver, Assumption of Risk and Release (this “Waiver”) is executed on the date written below by the undersigned in favor of Open Mat, Inc., a Virginia corporation dba Gracie Charlottesville (“Gracie Charlottesville”).

I, the undersigned, desire to enroll as a student at Gracie Charlottesville in order to take lessons, participate in events and otherwise engage in certain martial arts fighting and/or self-defense activities, which may include Brazilian Jiu-Jitsu, Muay Thai, Krav Maga, Kali, Judo, No Gi, jujitsu, boxing, wrestling, grappling and/or the use of weapons (collectively, the “Activities”) which are conducted at Gracie Charlottesville’s premises which are currently located at 1646 Seminole Trail, Suite 110, Charlottesville, VA 22901 (each location at which Gracie Charlottesville conducts such activities shall be referred to herein as the “Premises”).

I hereby freely and voluntarily, without duress, execute this Waiver and agree as follows:

1. Rules and Regulations. I acknowledge and confirm that I have been provided with a copy of Gracie Charlottesville’s current rules and safety guidelines (the “Safety Guidelines”) and that I have carefully read and understand the Safety Guidelines. I agree to strictly comply at all times with the Safety Guidelines as they may be updated from time to time, together with all instructions, requirements and directives which may be posted on the Premises or verbally given by Gracie Charlottesville’s instructors. I understand and agree that if I fail to comply with the Safety Guidelines or any instructions, requirements and directives which may be posted on the Premises or verbally given by Gracie Charlottesville’s instructors, Gracie Charlottesville shall have the right to take disciplinary action, including suspending my enrollment or immediately terminating my enrollment with Grace Charlottesville and requiring me to immediately leave the Premises. In the event of any such suspension or termination, I understand and agree that I shall not be entitled to a refund of any fees that I have paid to enroll with Gracie Charlottesville or to participate in any Activities.

2. Assumption of the Risk. I understand and acknowledge that the Activities are inherently dangerous and that participating in the Activities poses and presents a risk of injury. I also understand and acknowledge that being on the Premises while others are conducting or engaging in Activities poses and presents a risk of injury even if I am not participating in the Activities. I understand that all such risks may not be obvious, and that I need to be alert, situationally aware and act prudently at all times when I am on the Premises and when I participate in the Activities. I understand the risks of coming on to the Premises and participating in the Activities and I recognize that doing so carries with it a significant risk of injury. I voluntarily assume the risk that I may be injured as a result of being on the Premises or participating in the Activities and that such injury may result in personal injury, illness, permanent disability and death. I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury (including but not limited to personal injury, illness, disability, and death) that I may suffer as a result of visiting or being on the Premises or as a result of participating in the Activities and for any and all liability, damages, losses, claims and expenses of whatever kind or nature, including attorney's fees, related thereto (collectively, "Claims").

3. Release. I hereby release and forever discharge Gracie Charlottesville and its officers, directors, shareholders, employees, agents, contractors and affiliates (collectively, the "Released Parties") from any and all Claims. I understand and acknowledge that this Waiver discharges the Released Parties from any claim that I may have against Gracie Charlottesville or any of the other Released Parties with respect to any bodily injury, illness, death or property damage that I may suffer or incur in connection with visiting or being on the Premises and in connection with participating in the Activities.

4. Hold Harmless. I hereby covenant not to sue and agree to defend, indemnify, and hold the Released Parties harmless from any and all Claims asserted by me or anyone acting on my behalf. I also agree to defend, indemnify, and hold the Released Parties harmless from any and all liability, damages, losses and expenses of whatever kind or nature, including attorney's fees, which any Released Party suffers or incurs in connection with any claim asserted by a third party which results from or is related to my presence on the Premises and/or participation in the Activities.

5. Medical Treatment. I hereby release and forever discharge Grace Charlottesville and all other Released Parties from any Claim whatsoever which arises in connection with any first aid, treatment, or assistance rendered to me in connection with any injury I may suffer as a result of being on the Premises or participating in the Activities.

6. Consent to Use my Name, Image and Likeness. I acknowledge and agree that Gracie Charlottesville or its agents may take or create videos, audiovisual recordings, slides, photographs, negatives, digital images, films, portraits, pictures and other reproductions of me (or in which I am included in whole or in part) while I am on the Premises or participating in any Activities (collectively, "Images"). I grant Gracie Charlottesville, together with its affiliates, employees, agents, licensees, business partners, representatives, successors and assigns, the royalty-free, irrevocable, perpetual right and permission, throughout the World, to use and reuse in any manner whatsoever, my name, image, voice, performances, appearances, interviews and likeness (the "Publicity Rights"), including without limitation for all marketing and promotional purposes. I acknowledge and agree that the foregoing grant shall specifically permit Gracie Charlottesville, without limitation, the rights to publish, display, distribute and otherwise fully use and reuse all Images, in whole or in part, modified or altered either by themselves or in conjunction with other photographs, pictures, film, videos, audiovisual works, text and all other materials, in any medium or form of distribution, whether currently existing or hereafter discovered (including all print, electronic, and digital mediums and form of distribution, including electronic publishing or distribution via the Internet and posting on social media accounts) as well as to use my name in connection therewith. I acknowledge and agree that Gracie Charlottesville shall be free to use the Publicity Rights and the Images without any

duty or obligation to me, including without limitation, any duty of accounting, or obligation to make any payment, to me. I forever relinquish and waive any right or claim to any payment of any nature whatsoever from Gracie Charlottesville or any other person or entity for, or relating to, any use of the Publicity Rights and/or the Images.

7. Representations and Warranties. I represent and warrant to Gracie Charlottesville that I have never been convicted of a crime of any nature involving violence or sexual assault towards another person, including a minor. I acknowledge and agree that Gracie Charlottesville may terminate my enrollment immediately if this statement is untrue in any respect. I agree to provide Gracie Charlottesville with any information that Gracie Charlottesville may request from time to time that it deems appropriate to confirm or verify that I have never been convicted of a crime of any nature involving violence or sexual assault towards another person or to confirm that I do not pose a safety risk to any participants, instructors or employees of Gracie Charlottesville. I understand and agree that Gracie Charlottesville may terminate my enrollment immediately if I fail to provide such information and that I shall not be entitled to a refund of any fees that I have paid to enroll with Gracie Charlottesville or to participate in any Activities if Grace Charlottesville terminates my enrollment pursuant to this Section 7.

8. Termination of Enrollment. I acknowledge and agree that Gracie Charlottesville may terminate my enrollment at any time and for any lawful reason or for no reason. Except as otherwise set forth in this Waiver, if Gracie Charlottesville terminates my enrollment, Gracie Charlottesville's sole obligation, and my sole remedy, shall be to refund to me a pro rata portion of the fees I have paid with respect to any period, or my participation in any Activities, following the date of such termination, which pro rata amount shall be determined by Gracie Charlottesville in its sole discretion. Except for my right to a refund of fees pursuant to this Section 8, if applicable, I hereby waive and release Gracie Charlottesville from any and all claims, losses, damages and liability which arise out of, relate to or are caused by Grace Charlottesville's termination of my enrollment regardless of the reasons for such termination.

9. Other. I expressly agree that this Waiver is intended to be as broad and inclusive as permitted by the laws of the Commonwealth of Virginia and that this Waiver shall be governed by and interpreted in accordance with the laws of the Commonwealth of Virginia. I further agree that all disputes and matters arising out of or relating to this Waiver shall be subject to the exclusive jurisdiction of the courts of competent subject-matter jurisdiction located in or having jurisdiction over Charlottesville, Virginia and I expressly consent to the exclusive jurisdiction of and venue in all such courts with respect to all such disputes and matters. I agree that in the event that any clause or provision of this Waiver shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of the Waiver which shall continue to be enforceable.

[END OF WAIVER. SIGNATURE ON FOLLOWING PAGE.]

I have carefully read and understand the foregoing terms. I represent and warrant to Gracie Charlottesville that all information that I have provided in this Waiver is true and accurate to the best of my knowledge, information and belief and that Gracie Charlottesville may immediately terminate my enrollment if I have provided any false or misleading information and that, in the event of such termination, I will not be entitled to a refund of any fees.

Signature

Printed Name

Date: _____