

OPEN MAT, INC.
dba GRACIE CHARLOTTESVILLE

ACKNOWLEDGMENTS, WAIVER, ASSUMPTION OF RISK AND RELEASE FOR MINORS

PLEASE READ CAREFULLY – THIS IS A LEGAL DOCUMENT THAT AFFECTS YOUR AND YOUR CHILD’S LEGAL RIGHTS

Name of Child: _____

Age: _____

Date of Birth: _____

Address: _____

Legal Guardian(s): Name(s): _____

Telephone No(s): _____

Email: _____

Emergency Contact: Name: _____

Telephone No.: _____

PLEASE READ CAREFULLY – THIS IS A LEGAL DOCUMENT THAT AFFECTS YOUR CHILD’S LEGAL RIGHTS

This Acknowledgments, 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 am the parent having legal custody of and/or I am the legal guardian of the minor identified below (the “Minor”). I desire to enroll the Minor 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 located at 1646 Seminole Trail, Suite 110, Charlottesville, VA 22901 (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 have discussed the Safety Guidelines with the Minor and the Minor understands the Safety Guidelines. I understand that the Minor must 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 the Minor fails 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 the Minor's enrollment or immediately terminating the Minor's enrollment with Grace Charlottesville. 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 or anyone else have paid for the Minor 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 to the Minor. 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 to the Minor even if he/she is not participating in the Activities. I understand the risks to the Minor 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 to the Minor. On behalf of the Minor, I voluntarily assume the risk that he/she 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. On behalf of the Minor, 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 he/she 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. On behalf of the Minor, I hereby release and forever discharge Gracie Charlottesville and its officers, directors, managers, 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 the Minor may have against Gracie Charlottesville or any of the other Released Parties with respect to any bodily injury, illness, death or property damage that the Minor may suffer in connection with visiting or being on the Premises and in connection with participating in the Activities.

4. Hold Harmless. On behalf of the Minor, 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, the Minor and anyone acting through me or the Minor or on my or his/her 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 the Minor's 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 the Minor in connection with any injury he/she may suffer as a result of being on the Premises or participating in the Activities.

6. Consent to Use the Minor's 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 the Minor (or in which the Minor is included in whole or in part) while the Minor is 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, the Minor's 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 the Minor's 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 the Minor or any other person, including without limitation, any duty of accounting, or obligation to make any payment, to me. On behalf of the Minor, 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 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 the Minor does not pose a safety risk to any participants, instructors or employees of Gracie Charlottesville. I understand and agree that Gracie Charlottesville may terminate the Minor's enrollment immediately if I fail to provide such information and that neither I nor any other person shall be entitled to a refund of any fees paid for the Minor to enroll with Gracie Charlottesville or to participate in any Activities if Grace Charlottesville terminates the Minor's enrollment pursuant to this Section 7.

8. Termination of Enrollment. I acknowledge and agree that Gracie Charlottesville may terminate the Minor's 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 the Minor's enrollment, Gracie Charlottesville's sole obligation, and my and the Minor's sole remedy, shall be to refund to me a pro rata portion of the fees that I or anyone else has 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, on behalf of the Minor, 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 the Minor's 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.

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 the Minor's 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.

Name of Minor: _____

Signature

Printed Name

Relationship to Minor

Date: _____