

UNDEFEATED BOXING CLUB RELEASE OF LIABILITY & ASSUMPTION OF RISK



Created OCT 22, 2020 Version 1

RELEASE OF LIABILITY • ASSUMPTION OF RISK

(Read Carefully Before Signing)

In consideration of being permitted to participate in any way in the Undefeated Boxing Club/ (UBC/) Program indicated below and/or being permitted to enter for any purpose any restricted area (here in defined as any area where in admittance to the general public is prohibited), all members, and the parent(s) and I or legal Guardians of the minor participant named below agree:

The use of the Undefeated Boxing Club/ (UBC/) naturally involves the risk of injury to you or your guest, whether you or someone else cause it. As such, you understand and voluntarily accept this risk and agree that UBC/ will not be liable for any injury, including, without limitation, personal, bodily or mental injury, economic loss or any damage to you, your spouse, guests, unborn child, or relatives resulting from the negligence of UBC/ or anyone on UBC/'s behalf or anyone using the Facilities. Further, you understand and acknowledge that UBC/ does not manufacture any of the fitness or other equipment at its Facilities, but purchases and/or leases equipment from third parties. As such, you understand and acknowledge that UBC/ is providing recreational services and may not be held liable for defective products. If there is any claim by anyone based on any injury, loss or damage described here, which involves you or your guest, you agree to (1) defend UBC/ against such claims and pay UBC/ for all expenses relating to the claim and (2) indemnify UBC/ for all liabilities to you, your spouse, guests, relatives, or anyone else, resulting from such claims.

In addition, all members, and the parent(s) and I or legal Guardians of the minor participant named below agree:

I. The parent(s) and/or legal guardians will instruct the minor participant that prior to participating in the below Undefeated Boxing Club/ (UBC/) activity or event, he or she should inspect the facilities and equipment to be used, and if he or she believes anything is unsafe, the participant should immediately advise the officials of such condition and refuse to participate. I understand and agree that, if at any time, I feel anything to be UNSAFE; I will immediately take all precautions to avoid the unsafe area and REFUSE TO

PARTICIPATE further.

2. I/We fully understand and acknowledge that:

- a. There are risks and dangers associated with participation in Undefeated Boxing Club/ (UBC/) events and activities which could result in bodily injury partial and/or total disability, paralysis and death.
- b. The social and economic losses and/or damages, which could result from these risks and dangers described above, could be severe.
- c. These risks and dangers may be caused by the action, inaction or negligence of the participant or the action, inaction or negligence of others, including, but not limited to, the Releasees named below.
- d. There may be other risks not known to us or are not reasonably foreseeable at this time.

3. I/We accept and assume such risks and responsibility for the losses and/or damages following such injury, disability, paralysis or death, however caused and whether caused in whole or in part by the negligence of the Releasees named below.

4. I/We HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE the Undefeated Boxing Club/ (UBC/) facility used by the participant, including its owners, managers, promoters, lessees of premises used to conduct the Martial Arts event or program, premises and event inspectors, underwriters, consultants and others who give recommendations, directions or instructions to engage in risk evaluation or loss control activities regarding the Undefeated Boxing Club/ (UBC/) facility or events held at such facility and each of them, their directors, officers, agents, employees, all for the purpose herein referred to as 'Releasee' . . . From all liability to the undersigned, my/our personal representatives, assigns, executors, heirs and next of kin for any and all claims, demands, losses or damages and any claims or demands therefore on account of any injury, including but not limited to the death of the participant or damage to property, arising out of or relating to the events(s) caused alleged to be caused in whole or in part by the negligence of the releasee or otherwise.

5. I/We HEREBY acknowledge that THE ACTIVITIES OF THE EVENTS(S) ARE VERY DANGEROUS and involve the risk of serious injury and/or death and /or property damage. Each of THE UNDERSIGNED also expressly acknowledges that INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASE BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE RELEASEES.

6. EACH OF THE UNDERSIGNED further expressly agrees that the foregoing release, waive, and indemnity agreement is intended to be as broad and inclusive as is permitted by the Jaw of the Province or State in which the event is conducted and that if any portion is held invalid, it is agreed that the balance shall, notwithstanding continue in full legal force and effect.

7. On behalf of the participant and individually, the undersigned partner(s) and/or legal guardians for the minor participant executes this Waiver and Release. If, despite the release, the participant makes a claim against any of the Releasees, the parent(s) and/or legal guardian(s) will reimburse the Releasee for any money which they have paid to the participant, or on his behalf - and hold them harmless.

8. Assumption of the Risk and Waiver of Liability Relating to Coronavirus/COVID-19

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people.

Undeafated Boxing Club/ ("UBC/") has put in place preventative measures to reduce the spread of COVID-19; however, UBC/ cannot guarantee that you or your child(ren) will not become infected with COVID-19. Further, attending UBC/ could increase your risk and your child(ren)'s risk of contracting COVID-19.

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my child(ren) and I may be exposed to or infected by COVID-19 by attending UBC/ and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at the UBC/ may result from the actions, omissions, or negligence of myself and others, including, but not limited to, UBC/ employees, volunteers, and program participants and their families.

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to my child(ren) or myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I or my child(ren) may experience or incur in connection with my child(ren)'s attendance at UBC/ or participation in Club programming ("Claims"). On my behalf, and on behalf of my children, I hereby release, covenant not to sue, discharge, and hold harmless UBC/, its employees, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of UBC/, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any UBC/ program.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT AND INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

