

## **LIABILITY WAIVER**

I have agreed to take a prescribed course of martial arts (Brazilian Jiu-Jitsu and self-defense) instruction provided by PAULO COELHO JJ, LLC, and SHEEPDOG GYMS, LLC, (DBA: herein after referred to "GRACIE HUMAITÁ CEDAR PARK"). I hereby represent that I am physically and mentally fit to take the prescribed course of instruction and that I have had an opportunity to observe and participate in the above described art of self- defense prior to the signing of this agreement.

I understand that strict observation of the rules and regulations relative to training include the use of protective equipment recommended by GRACIE HUMAITÁ CEDAR PARK. This equipment is to reduce the possibility of accident or injury; however, GRACIE HUMAITÁ CEDAR PARK does not warrant the protective equipment or its effectiveness. I understand further that during the course of instruction, employees, volunteers or representatives of GRACIE HUMAITÁ CEDAR PARK and/or other students or authorized persons will be engaged in a course of conduct requiring physical contact; and I give full consent to such contact as is required by the training. I understand and accept that by participating in any of the programs offered by GRACIE HUMAITÁ CEDAR PARK I voluntarily assume any and all risk and loss that I may suffer whether direct or indirect. I understand further and agree that neither GRACIE HUMAITÁ CEDAR PARK nor any employee, volunteer, nor member of its ownership and / or management group will be held liable for any injuries, damages, or loss however caused whether direct or indirect, resulting from the negligence of the owners, operators, or persons in charge of such establishment, or their agents, servants or employees.

I acknowledge receiving a copy of this agreement and by signing it agree to be bound by all forms and conditions. Being a member of the school, I will faithfully comply with all the rules and regulations of the school and the traditions of the martial arts.

## **SPARRING RULES FOR PARTICIPATION**

1. Martial Arts training requires safety rules and strict discipline in following them.

Sparring is a contact sport. Every reasonable precaution is taken during training, however, accidents and injuries may still occur. I hereby agree to waive all claims against all persons and organizations relating to injuries sustained while engaged in sparring practice/competitions as well as other Martial Art studies.

2. Protective equipment recommended for sparring includes (but is not limited to) mouthpiece, elbow and knee braces, ankle wraps, protective cup, and protective gear / headgear.

3. I understand that strict and immediate compliance to all rules and commands (by instructors, students, training partners and any other participants) is required. I have informed my instructors, training partners and other students of any health or safety concerns.

4. Although I agree that every reasonable precaution is taken during training and sparring, I also understand that the ultimate responsibility for my physical and mental safety is mine alone. I hereby assume full responsibility and liability for all damages, injuries and losses that I may sustain or incur while participating in or watching any sparring session.

5. I realize that serious injury is commonplace in martial arts sparring and that even death is a very real possibility. I also realize that if I am injured during training or sparring, I might be disfigured, disabled and/or rendered unable to work again. I realize that regardless of how this consequences might occur – whether it be the result of another's actions, the action or inaction of an instructor or other volunteer or representative of PAULO COEHLO JJ, LLC, and SHEEPDOG GYMS, LLC, (DBA: herein after referred to "GRACIE HUMAITA CEDAR PARK"), the condition of the mats used, the conduct of a non-participant or some other reason – by entering into this agreement I accept the risk of participating in training and sparring and give up and waive all claims I or anyone acting on my behalf or through me might have against GRACIE HUMAITÁ CEDAR PARK and the owners, operators, or persons in charge of such establishment, or their agents, servants or employees for any injury regardless of its nature, effect or affect on me as a result of my participation and / or presence.

I represent that I am in good health; that I am not presently, nor will I participate while under the influence of any drug or medication; that no one affiliated with GRACIE HUMAITÁ CEDAR PARK has encouraged me to enter or made any representations regarding my fitness or ability to participate; that I have read and understood every provision of this release; and that I am legally competent to and freely enter into this waiver, release and assumption of risk agreement. I further represent that I understand that in doing so I have forfeited substantial rights. I understand it is intended to be a complete and unconditional release of all liability to the greatest extent allowable by law, and agree that if any portion of this agreement is held to be invalid, that the balance, notwithstanding, shall continue in full force and effect.

## **TERMS & CONDITIONS**

1. Failure to attend class does not signify or imply notification to cancel this agreement.
2. Student's failure to continue lessons during the notification or program period does not relieve the obligation to pay the remaining tuition balance in full.
3. The undersigned understands that the Program Prices listed above are subject to change at any time by management. The Student Enrollment Agreement will auto-renew at the end of the term of the agreement, unless terminated in writing (email to [info@ghcedarpark.com](mailto:info@ghcedarpark.com) acceptable) by the student at least forty-five (45) days in advance of the end of the term.
4. Upon renewal, the Student Enrollment Agreement will renew at then-published Program Prices, which shall be announced and / or published by PAULO COEHLO JJ, LLC, and SHEEPDOG GYMS, LLC, (DBA: herein after referred to "GRACIE HUMAITA CEDAR PARK") at least forty-five (45) days in advance of their effect. Gracie Humaitá Cedar Park reserves the right to cancel the student enrollment agreement at any time, at its sole discretion.
5. Undersigned assumes all responsibility for any costs of collection, including but not limited to reasonable collection agency fees, court costs, reasonable attorney's fees, and applicable late charges that may be incurred for default payments.
6. School administrators may make any modifications in the class schedule as deemed necessary. Such modification does not relieve the undersigned of their payment

obligations under any circumstances.

7. School administrators may close the school on national holidays, for the purpose of special events, and a period not exceeding four weeks per year for necessary maintenance and other purposes without affecting scheduled tuition payments.

8. The tuition costs for martial arts program are based on a 4 week month or a 48 week year.

9. By entering into the agreement the undersigned grants the school permission to use photographs, videotapes, artwork or other likenesses of the student for marketing, trade, publishing or any other lawful purpose.

10. In consideration of the martial arts training obtained, student agrees not to engage in martial arts teaching practices within a 25 mile radius of the school, or any other school associated with the school's administrators, for a period of 3 years following disassociation with the school, without written permission.

11. Full payment of tuition fees does not guarantee belt certification by school administrators.

12. Membership / enrollment is non-cancelable and non-transferable except as stated herein.

13. Student's failure to attend scheduled lessons relieves the obligation of the school to provide lessons after the program end date.

14. Undersigned authorizes the use of a disclosed e-mail address for billing purposes and acknowledges that e-mail text may include financial information pertaining to the membership.

15. It is further agreed that the undersigned is prohibited from claiming in commercial or marketing use that he or she is a member of the designated instructor, subcontracted personal trainer, Gracie Jiu Jitsu, Gracie Competition Team, Gracie Humaitá Cedar Park, SHEEPDOG GYMS, LLC, or PAULO COEHLO JJ LLC. Undersigned is further prohibited from the use of the term Royler Gracie Jiu Jitsu, Gracie Jiu Jitsu, Gracie Competition Team, PAULO COEHLO JJ LLC, SHEEPDOG GYMS, LLC, GRACIE HUMAITA CEDAR PARK, or Royler Gracie, for any commercial or marketing purpose without written permission by that entity.

16. It is agreed by and between the parties that should legal action be required to enforce the provisions of this agreement, the prevailing party of such action should be entitled to costs and reasonable attorney's fees.

## **CANCELLATION POLICY**

UNDERSIGNED MAY CANCEL THIS AGREEMENT UNDER THE FOLLOWING CONDITIONS:

1. Undersigned (the "Buyer") has completed your membership term, are in good standing, and give PAULO COEHLO JJ, LLC, and SHEEPDOG GYMS, LLC, (DBA: herein after referred to "GRACIE HUMAITA CEDAR PARK"), a 30 -day written notice to cancel by email to [info@ghcedarpark.com](mailto:info@ghcedarpark.com) acceptable.

2. If Buyer moves 50 miles or more away from the current location of Gracie Humaitá Cedar Park and is unable to transfer the contract to a comparable facility or offering, Buyer will be relieved from the obligation of making payments for services other than

those received prior to the move. Buyer will be required to show proof of move by providing a utility bill from the new address.

3. Buyer has the right to cancel the enrollment agreement within 30 calendar days after the agreement is executed. After 30 calendar days, Buyer may cancel only under the conditions listed in this Cancellation Policy.

4. By reason and proof of death or disability, Buyer and / or his / her estate will be relieved from the obligation of making payments for services other than prior to death or the onset of disability, and that if he or she has prepaid any sum for lessons or services, as much of that sum as is allocable to the lessons or services he or she has not taken will promptly be refunded to him or her or his or her representative. Disability means a condition that precludes Buyer from physically using the facilities, and that is verified by a qualified physician. Until you have given us written notice verified by a qualified physician, your membership obligations will continue.

5. If Buyer cancels enrollment agreement under any provision without having completed the agreed upon term, Buyer will be obligated to pay a cancellation fee in the amount of the last two month's dues (per the 60 day notification provision), and will be responsible to pay for any enrollment fees or merchandise fees that were not charged at time of signing up as an incentive to agree to a longer membership term. If Buyer prepaid for a membership term and received a discounted rate or complimentary merchandise as an incentive, Buyer will pay for those discounts at time of cancellation by way of a reduction in the refund amount given. Cancellations will not be accepted until all past due balances and costs associated with termination are paid in full.

#### 6. Holds

We understand that life events, injuries, and other circumstances may require Buyer to place their membership on Hold. "Hold" means that the membership agreement shall remain in effect, but the privilege of use and the obligation to pay are suspended for a limited period of time. The period that the agreement is suspended during the hold period will be added on to the agreement. Member may place enrollment on "hold" during the term of this agreement only for reasons contained in this paragraph; no other holds will be permitted. Buyer may place enrollment on "hold" for an unlimited period at no charge if by a doctor's written opinion, if said Buyer is physically unable to use the facilities in any capacity as mutually agreed in writing (email to / from [info@ghcedarpark.com](mailto:info@ghcedarpark.com) acceptable) upon by Buyer and Gracie Humaitá Cedar Park, or for any other reason that is mutually agreed upon in writing (email to/from [info@ghcedarpark.com](mailto:info@ghcedarpark.com) is acceptable) by Buyer and GRACIE HUMAITA CEDAR PARK. Should Program Prices change during said Hold, membership will be reinstated for the remainder of the original term at the current Program Prices.