

Who is participating today?

| Printed Name: |
|---|
| Address: |
| Phone: |
| Email Address: |
| OK to add this address to our informational newsletter mailing list? Yes No |
| Emergency/Trusted Contact Name: |
| Emergency/Trusted Contact Number: |
| If participant is a minor under 18 years old |
| Guardian Contact Name/Relationship: |
| Guardian Contact Phone Number: |
| Any other information we need to know about you? (Physical impairments or conditions, trauma history, etc.) |
| |
| |
| |

READ CAREFULLY BEFORE SIGNING

Anyone who chooses not to sign this form is not permitted to participate in any events or classes taught by Thrive Empowerment Center instructors.

Release and Waiver of Liability and Indemnity Agreement

In consideration of being permitted to participate in any way in the programming on-site at Thrive Empowerment Center, or off-site taught by Thrive Empowerment Center instructors, myself (Participant) and/or the parent(s) and/or legal guardians of the Minor Participant named below agree:

- 1. The Participant understands and acknowledges that strict observation of Thrive's rules and regulations, including the rules and regulations relative to training and the use of protective equipment, is required. The Participant understands and agrees that the use of Thrive's facilities and the Participant's presence at Thrive Empowerment Center—or the Participant's presence at another venue hosting a Thrive Empowerment Center program—are at the sole risk of the Participant. The Participant understands and acknowledges that martial arts involve skills and training that include violent and sudden movements, and that in connection with the training and instruction, there may be physical contact between instructors and Participants and between and among the Participant and other participants. The Participant understands and acknowledges that such contact may result in personal injury to the Participant, despite precautions taken by Thrive to avoid such injuries. The Participant, individually and/or on behalf of a Minor Participant, acknowledges martial arts instruction has the potential for serious injuries, including but not limited to knee, head, neck, joint or spinal injuries, and includes cardiovascular exercise that should not be undertaken by individuals with heart defects or high blood pressure. The Participant, individually and/or on behalf a Minor Participant, and anyone claiming by or through the Participant, hereby agrees to hold harmless, release, indemnify, and forever discharge Thrive Empowerment Center, its officers, directors and employees, instructors, agents, and authorized representatives from any liability, claim or loss, including loss of property, damage, personal injury, or expense incurred by the Participant and arising from the Participant's execution of this Contract, participation in any program offered by Thrive, including but not limited to, any injury or damage caused by the negligence or gross negligence of Thrive, its instructors, Participants, agents, employees, operators, or authorized representatives. The Participant specifically understands and agrees that they are assuming the risk of any and all injuries that they may suffer or incur as a result of their participation in any program offered by Thrive; therefore Participant agrees and waives all rights for any legal actions or harm to the Participant.
- 2. **For The Storm Jiu-Jitsu program participants**: The Storm is a trauma-informed jiu-jitsu program. It does not constitute therapy, and its instructors are not licensed psychologists. The instructions are intended only as guidance, and it is the participant's responsibility to adjust their practice to their own limitations to ensure that no personal injury occurs. Participants assume full risk for any injury or loss they may suffer while practicing jiu-jitsu, stretching, and related activities and waive any claim they may have at any time for any injury or loss of any sort against Thrive, its Storm instructors, or the affiliate organizations Focused Fight Team and The Fight Back Project.
- 3. If you need help from us to connect with support resources because you are experiencing domestic or sexual abuse, you can place a star at the end of your signature below or email us to ask about our soap-making class. (We don't actually have one.) There is also a secure mailbox in the closet in the restroom of our Center in Covington; you can leave us a note there.
- 4. The foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the Province or State in which the event is conducted, and if any portion is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMINITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE AND INTEND MY SIGNATURE TO BE COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW. *Before engaging in any physical or emotional activity, you should consult with your personal physician or licensed therapist and advise them of the nature of the program.*

| Participant Signature: | Date: |
|---|-------|
| | |
| Guardian Signature (if participant is a minor): | Date: |