

Sub League / Oregon Open / Ground Warrior Submission Challenge

Release and Waiver of Liability and Indemnity Agreement

(Read Carefully Before Signing)

1. Participation is voluntary: The participant has been advised by Sub League, Ground Warrior Submission Challenge and Oregon Open (Sub League/Oregon Open) that participation in any and all activities related to Sub League/Oregon Open are voluntary. Participant understands and agrees that, if at any time, participant feels anything to be unsafe, including but not limited to equipment, facilities and/or activities, participant will immediately take all precautions to avoid the unsafe area, equipment, and/or activity and refuse to participate.
2. Understand risks of participation: Participant fully understands and acknowledges that (a) there are risks and dangers associated with participation in this martial arts event which could result in bodily injury partial and/or total disability, contraction of illness and/or disease, paralysis and death, (b) the social, physical, mental, 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 parties named below, (d) there may be other risks not known to us or are not reasonably foreseeable at this time.
3. Acknowledge risks of participation: Participant hereby acknowledges that this activity is very dangerous and involves 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 increased by negligent rescue operations or procedures.
4. Acceptance of responsibility/assumption of risk of participation: Participant accepts and assumes such risks and responsibility for the losses and/or damages following such injury, contracted illness or disease, disability, paralysis or death, however caused and whether caused in whole or in part by the negligence of Sub League/Oregon Open its owners, agents or employees, or by intentional conduct of parties not an owner, agent, judge, official, or employee of Sub League/Oregon Open.
5. Participant responsibilities: Participant certifies that he/she is in good health and physical condition, and does not have any communicable illnesses, conditions or diseases. Participant certifies that he/she will not participate in any activities if he/she is not in good health and physical condition. It is the participant's responsibility to be aware of the demands of the activity at all times. It is the participant's responsibility to be adequately equipped and physically prepared. It is the participant's responsibility to follow the instructions of judges and tournament officials. The participant is solely responsible for his/her own personal safety.
6. Minor participation requirements: In consideration of being permitted to participate in any way with Sub League/Oregon Open, and/or being permitted to enter for any purpose any area (here in defined as any area where in admittance to the general public is prohibited), the parent(s) and/or legal guardian(s) of the minor participant named below agree: Prior to participating in the Sub League/Oregon Open tournament, parent(s) and/or legal guardian(s) will inspect the facilities and equipment to be used, and if he or she believes anything is unsafe, the participant will immediately advise the officials of such condition and refuse to participate.
7. Release of liability/covenant not to sue: The participant hereby releases, waives, discharges, and covenant not to sue Sub League/Oregon Open, including its owners, managers, promoters, agents, lessees of premises used to conduct the martial arts event or program, premises and event inspectors, owners and managers of the facility used for Sub League/Oregon Open, underwriters, consultants and others who give recommendations, directions or instructions to engage in risk evaluation or loss control activities regarding the facility or event held at such facility and each of them, their directors, officers, agents, employees, from all liability to the undersigned. This includes but is not limited to my/our personal representatives, assigns, executors, heirs and next to kin for any and all claims, demands, losses or damages and any claims or demands therefore on account of any injury. This includes but is not limited to the death of the participant or damage to property, arising out of or relating to the event(s) caused alleged to be caused in whole or in part by the negligence of the releasee or otherwise.
8. Release applies to all parties associated with Sub League/Oregon Open: This release applies to all parties including Sub League, Oregon Open, Torc LLC, Impact Jiu Jitsu, Michael Chapman, individually and their marital community, any designated staff, officials, judges, affiliated organizations, the owners and officers of these organizations, the instructors, and the owners and managers of the property location.
9. Release construed broadly: Each of the undersigned further expressly agrees that 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 that if any portion is held invalid, it is agreed that the balance shall, notwithstanding continue in full legal force and effect. This release also applies to any dependants, parents, heirs, guardian, family or any other party having the right to pursue any and all claims on my behalf.

10. Parent must defend, indemnify, and hold harmless Sub League/Oregon Open for minors: On behalf of the participant and individually, the undersigned partners(s) and/or legal guardian(s) for the minor participant executes this Waiver and Release. If, despite the release, the participant makes a claim against any of the Releasees, the parents(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.
11. Release applies to family, heirs etc: This release applies to any claim the participant or any parent, guardian, family member, dependant, heir or any other part having the right to make a claim on behalf against Sub League, Oregon Open, Torc LLC, Impact Jiu Jitsu, Michael Chapman, individually and their marital community, any designated staff, officials, judges, affiliated organizations, the owners and officers of these organizations, the instructors, and the owners and managers of the property location.
12. Only sanctioned use of skills: Participant understands that the skills used in Sub League/Oregon Open are solely in accord with the law. Participant is solely responsible for his/her actions in the Sub League/Oregon Open tournament, and agrees to indemnify Sub League, Oregon Open, Torc LLC, Impact Jiu Jitsu, Michael Chapman, individually and their marital community, any designated staff, officials, judges, affiliated organizations, the owners and officers of these organizations, the instructors, and the owners and managers of the property location for any of my actions that result in claims.
13. Model release: I agree that Sub League/Oregon Open may use my image, photo, likeness for any purpose, including but not limited to: Sub League/Oregon Open website, promotions, tournament video/DVD sales, instructional videos, and advertisements.
14. Release of personal property loss: I am responsible for my owner personal property and agree to release and hold harmless Sub League, Oregon Open, Torc LLC, Impact Jiu Jitsu, Michael Chapman, individually and their marital community, any designated staff, officials, judges, affiliated organizations, the owners and officers of these organizations, the instructors, and the owners and managers of the property location for any losses of personal property.
15. Sub League/Oregon Open has the right to prohibit practice or participation: Sub League/Oregon Open staff, owners, officials, organizers, judges reserved the right to prohibit participation for any reason without providing a refund.
16. Validity of release: If any portion of this agreement shall be held invalid, illegal or unenforceable to any extent and for any reason by any Court of competent jurisdiction the remainder of this agreement shall not be affected thereby and shall be enforceable to the full extent permitted by law.
17. Participant medical coverage: By signing below, participant acknowledges that they carry personal medical insurance and/or participant understands that they are solely responsible for then-own medical bills and any injury regardless of the cause.

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 ANY 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. I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF OREGON THAT THIS STATEMENT IS TRUE AND CORRECT.

Participant's Signature: _____ Date: _____

Printed Name of Participant: _____ Age: _____

Parent/Guardian Signature: _____ Date: _____
(REQUIRED FOR MINOR - UNDER 18 YEARS OF AGE)

Physical Limitations/Medical Conditions: _____

Medications: _____

Emergency Contact Name: _____ Phone: _____

Relationship to Athlete: _____