

PRIVATE KOMBAT

411 Bradwick Drive, Unit 11, Vaughan, Ontario L4K 2P4 | (647) 450-5840 | [Email]

WAIVER, RELEASE OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

PLEASE READ CAREFULLY BEFORE SIGNING. THIS IS A LEGALLY BINDING AGREEMENT.

By signing this document, you give up certain legal rights, including the right to sue Private Kombat and its coaches for injury, loss, damage or death arising out of your participation — INCLUDING INJURY CAUSED BY THE NEGLIGENCE OF PRIVATE KOMBAT, ITS OWNERS, COACHES, EMPLOYEES, CONTRACTORS OR OTHER PARTICIPANTS. Do not sign until you have read and understood every section. If you have questions, ask a member of staff before signing, or seek independent legal advice.

1. PARTICIPANT INFORMATION

Full legal name	
Date of birth (DD/MM/YYYY)	
Address	
City / Province / Postal code	
Phone	
Email	

2. EMERGENCY CONTACT

Name		Relationship	
Phone		Alt. phone	

3. THE ACTIVITIES

I am voluntarily applying to participate in programs, classes, private sessions, open training and events offered by Private Kombat (the "Activities"), which may include, without limitation:

- Mixed martial arts, boxing, kickboxing, Muay Thai, wrestling, Brazilian jiu-jitsu and other striking and grappling disciplines;
- Partner drills, clinch work, takedowns, throws, submissions and controlled sparring;
- Strength and conditioning, resistance training, plyometrics, bag and pad work; and
- Use of the facility, mats, cage or ring, equipment, change rooms and common areas.

4. ACKNOWLEDGEMENT AND ASSUMPTION OF RISK

I UNDERSTAND AND ACKNOWLEDGE THAT COMBAT SPORTS AND PHYSICAL TRAINING ARE INHERENTLY DANGEROUS ACTIVITIES THAT CARRY A SIGNIFICANT RISK OF SERIOUS PERSONAL INJURY, PERMANENT DISABILITY AND DEATH.

These risks include, but are not limited to:

- Bruises, cuts, abrasions, sprains, strains, dislocations, torn ligaments and muscle tears;

- Broken bones and fractures, including facial and dental injury;
- Concussion, other traumatic brain injury, and the possible long-term effects of repeated head impacts;
- Neck, spinal and internal organ injury, including paralysis;
- Heat illness, dehydration, cardiac events, loss of consciousness and death;
- Injury caused by the conduct, error, inexperience or negligence of coaches, staff, training partners or other participants;
- Failure, defect or misuse of equipment, and the condition of the premises, including slippery, wet or uneven surfaces; and
- Skin infections and other communicable conditions transmitted through close physical contact or shared equipment.

I acknowledge that this list is not exhaustive, that other unknown or unanticipated risks exist, and that risk cannot be eliminated no matter how carefully the Activities are conducted or supervised. I have made my own inquiry into the nature and extent of these risks. I FREELY AND VOLUNTARILY ACCEPT AND ASSUME ALL SUCH RISKS, both known and unknown, and I accept full responsibility for any injury, loss or damage I may suffer.

I have read and understood Section 4 and I assume these risks.

Initials: _____

5. MEDICAL FITNESS AND CONSENT TO TREATMENT

I confirm that I am in good physical health and that I am not aware of any medical condition, injury, impairment or medication that would make my participation unsafe for me or for others. I understand that Private Kombat has recommended that I obtain medical clearance from a physician before beginning training, and that it is my responsibility to do so.

I agree to immediately disclose to my coach any injury, illness, concussion, pregnancy, medication or condition that arises or changes, and to stop training and seek medical attention when required. I understand that I must not train while impaired by alcohol or drugs, and that I must not return to contact training after a suspected concussion without written clearance from a qualified medical professional.

I consent to Private Kombat arranging emergency first aid, ambulance transport or medical treatment on my behalf if I am injured and unable to consent, and I accept responsibility for the cost of any such treatment or transport.

Medical conditions, allergies, past injuries or medications we should know about (write "None" if none apply):

6. WAIVER AND RELEASE OF LIABILITY

In consideration of Private Kombat permitting me to participate in the Activities and to enter and use its premises and equipment, I agree as follows:

(a) TO WAIVE ALL CLAIMS that I have or may in the future have against Private Kombat, its owner(s), operators, directors, officers, employees, coaches, instructors, independent contractors, volunteers, members, agents, landlords, sponsors and other participants (collectively, the "Released Parties");

(b) TO RELEASE THE RELEASED PARTIES FROM ALL LIABILITY for any loss, damage, expense or injury, including death, that I may suffer or that my next of kin may suffer, as a result of my participation in the Activities or my presence on the premises, DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER THE OCCUPIERS' LIABILITY ACT (ONTARIO), R.S.O. 1990, c. O.2, ON THE PART OF THE RELEASED PARTIES, and further including their failure to safeguard or protect me from the risks, dangers and hazards of the Activities; and

I have read and understood Section 6 and I am giving up the right to sue.

Initials: _____

(c) TO HOLD HARMLESS AND INDEMNIFY the Released Parties from any and all liability for any property damage, loss or personal injury to any third party resulting from my participation in the Activities.

This Agreement is binding on me, my heirs, next of kin, executors, administrators, assigns and legal representatives, and is effective for as long as I participate in the Activities or am present on the premises, including on any future date, unless and until it is revoked in writing by Private Kombat.

7. RULES AND CODE OF CONDUCT

I agree to follow all posted rules, safety procedures and the directions of coaches and staff at all times. I agree to:

- Train with control and respect; excessive force, uncontrolled sparring and unsafe technique are not permitted.
- Use the protective equipment required for the class (mouthguard, gloves, shin guards, headgear or groin protection as applicable) and keep it in good condition.
- Arrive with clean clothing and equipment, trimmed nails, and no open wounds, rashes or skin infections.
- Refrain from harassment, discrimination, intimidation, violence or any conduct that endangers others.
- Respect the facility, its equipment and the personal property of others.

I understand that Private Kombat may suspend or terminate my participation, without refund, for a breach of these rules.

8. PHOTOGRAPHY AND MEDIA RELEASE (OPTIONAL)

Private Kombat may photograph or record classes for promotional and instructional purposes. This section is optional and my participation does not depend on it. Please check one box:

☐ **I CONSENT** to Private Kombat using my name, image, voice and likeness in photographs, video and social media content without compensation.

☐ **I DO NOT CONSENT** to my image or likeness being used in Private Kombat promotional content.

9. PERSONAL INFORMATION

The personal information collected on this form is used only to administer memberships, respond to medical emergencies and communicate with members. It is stored securely, is not sold, and is not shared with third parties except as required to provide emergency care or as required by law. Members may request access to or correction of their information by contacting Private Kombat.

10. GENERAL

This Agreement is governed by the laws of the Province of Ontario and the laws of Canada applicable in it, and any dispute arising out of it shall be resolved exclusively in the courts of Ontario. If any part of this Agreement is held to be unenforceable, the remaining parts remain in full force and effect. This Agreement constitutes the entire agreement between the parties regarding its subject matter and supersedes any prior understanding. No oral representation by any coach or staff member alters this Agreement.

11. ACKNOWLEDGEMENT

BY SIGNING BELOW, I CONFIRM THAT:

1. I have read this entire Agreement, I understand it, and I have had the opportunity to ask questions and to seek independent legal advice.
2. I understand that I am giving up substantial legal rights, including the right to sue for injuries caused by negligence.
3. I am signing freely and voluntarily, without inducement, and I am at least 18 years of age (or a parent/guardian is completing Section 12 below).

Signature of participant

Print name

Date (DD/MM/YYYY)

12. PARENT / LEGAL GUARDIAN CONSENT — PARTICIPANTS UNDER 18

This section must be completed by a parent or legal guardian for any participant under the age of eighteen (18).

Name of minor participant	
Date of birth (DD/MM/YYYY)	
Parent / guardian name	
Relationship to minor	
Phone	
Email	

I am the parent or legal guardian of the minor named above and I have full legal authority to sign this Agreement on their behalf. I confirm that:

- I have read and understood the entire Agreement, including the assumption of risk in Section 4 and the release in Section 6, and I have explained its nature to the minor to the extent they are able to understand it;
- I consent to the minor participating in the Activities and I accept and assume all risks described in this Agreement on their behalf and on my own behalf;
- I waive and release, on my own behalf, all claims I may have against the Released Parties arising out of the minor's participation, including claims arising from negligence;
- I agree to indemnify and hold harmless the Released Parties from any claim brought by or on behalf of the minor, or by any other person, arising out of the minor's participation, including all legal costs on a full indemnity basis;
- I consent to emergency medical treatment for the minor if I cannot be reached, and I accept responsibility for the cost of that treatment; and
- I will remain reachable by phone for the duration of each session the minor attends.

Signature of parent / legal guardian

Print name

Date (DD/MM/YYYY)

Signature of minor participant (if 14 or older)

Print name

Date (DD/MM/YYYY)

FOR PRIVATE KOMBAT USE ONLY

Date received		Received by	
Membership type		Member ID	

Staff confirmation: I confirm that the participant was given the opportunity to read this Agreement in full before signing, that the waiver and release provisions in Sections 4 and 6 were drawn to their attention, and that their questions were answered.

Signature of Private Kombat representative

Date