Hyperion Brazilian Jiu Jitsu

Participation Terms, Assumption of Risk & Release — Fillable waiver

Complete the fillable fields at the end of this document. Check all five acknowledgements and type your full legal name as your electronic signature. Save or print the completed form for the academy. Registering on the website also lets you sign and store the waiver in your member profile.

Read this entire document carefully before you book or attend any training session. It affects your legal rights, including your right to sue and to recover damages in the event of injury, illness, death or property loss. Provider: Bence Romanek, e-mail romanekbence@gmail.com. This agreement is governed by the laws of the State of California, United States.

1. Voluntary participation

I am voluntarily applying to participate in Brazilian jiu-jitsu, grappling, self-defense, close-combat, strength and conditioning, cardio, HIIT, mobility, stretching, core, recovery and any other physical training, class, private lesson, seminar, open mat, sparring, competition, outdoor or online session offered by the Provider (collectively, the "Activities"), at any location, indoor or outdoor.

No one has forced or pressured me to participate. I may stop, rest, decline any drill, or leave at any time, and I will do so if I feel unwell, unsafe, fatigued or in pain.

2. Assumption of risk

I understand that the Activities are inherently dangerous physical activities involving close physical contact, throws, takedowns, joint locks, chokes, striking drills, falls, heavy loads and high-intensity effort.

I expressly acknowledge and assume all risks of participation, whether known or unknown, foreseen or unforeseen, including but not limited to: bruises, cuts, abrasions, staph and other skin, bacterial or viral infections (including communicable diseases), sprains, strains, dislocations, torn ligaments and cartilage, broken bones, dental and eye injuries, concussion and other head, neck and spinal injuries, hernia, loss of consciousness, heat illness, cardiac events, stroke, permanent disability, paralysis and death, as well as loss or damage to personal property.

I understand these risks may arise from my own actions or inaction, from the actions or inaction of other participants or instructors, from the condition of the mats, floors, equipment, facility or outdoor terrain, from weather, or from the ORDINARY NEGLIGENCE of the Releasees, and I voluntarily assume them all.

3. Physical condition and medical authorization

I represent that I am in good physical health and have no medical condition, injury, disability, pregnancy or medication that would make participation unsafe, or that I have obtained clearance from a licensed physician. The Provider has advised me to consult a physician before beginning training and I accept full responsibility for that decision.

I will immediately disclose to the Provider any injury, illness, infection, communicable disease, or change in my medical condition before training.

I authorize the Provider and any instructor to arrange first aid and emergency medical care, transport by ambulance and treatment at a hospital if they believe it is needed, and I agree to be financially responsible for all resulting costs. I am solely responsible for my own health, accident and liability insurance; the Provider furnishes none.

4. Release of liability and covenant not to sue

In exchange for being permitted to participate, I, for myself, my spouse, heirs, executors, administrators, personal representatives, assigns and next of kin, hereby RELEASE, WAIVE, DISCHARGE, HOLD HARMLESS and COVENANT NOT TO SUE Bence Romanek (d/b/a Hyperion BJJ), his instructors, training partners, employees,

volunteers, agents, affiliates, the owners and lessors of the training premises, and the operator of this application (together, the "Releasees") from and against any and all claims, demands, causes of action, liabilities, losses, damages, costs, medical expenses and attorneys' fees of any kind, whether arising in contract, tort or otherwise, for any injury, illness, disability, death or property loss suffered by me in connection with the Activities, INCLUDING ANY CLAIM ARISING OUT OF THE ORDINARY NEGLIGENCE OF THE RELEASEES.

This release does not apply to conduct that is found to be gross negligence, recklessness, or willful or intentional misconduct, nor to any liability that cannot be released as a matter of California law.

I intend this release to be as broad and inclusive as permitted by the law of the State of California. If any portion is held invalid, the remainder shall continue in full legal force and effect.

5. Waiver of California Civil Code section 1542

I expressly waive all rights and benefits under California Civil Code section 1542, which reads: "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

I understand that I am releasing claims I may not yet know about, and I accept that risk knowingly and voluntarily.

6. Indemnification

I agree to defend, indemnify and hold the Releasees harmless from any claim, loss, liability, damage or cost, including attorneys' fees, brought by me or on my behalf, or brought by any third party as a result of my conduct during the Activities, including injury I cause to another participant.

7. Rules of conduct

I will follow all instructions, safety rules, hygiene requirements and directions given by the Provider or any instructor. I will train with control, tap early, respect a partner's tap or verbal signal immediately, and never apply a technique with the intent to injure.

I will arrive with clean clothing and body, short nails, no jewelry, and no open wounds or skin infection. I will not train under the influence of alcohol, drugs or any impairing substance. Weapons are prohibited. The Provider may refuse or terminate participation, without refund, if I violate these rules or behave in a way that endangers others.

8. Minors

If the participant is under 18 years of age, this agreement must be executed by the participant's parent or legal guardian. The parent or legal guardian signs on the minor's behalf and in their own right, represents that they have legal authority to do so, assumes all the risks described above on behalf of the minor, releases the Releasees to the fullest extent permitted by California law, and agrees to indemnify the Releasees against any claim brought by or on behalf of the minor.

The parent or legal guardian also grants the emergency medical authorization in section 3 for the minor.

9. Media release

I grant the Provider permission to photograph and record video and audio of the Activities and to use such material for instruction, promotion and social media without compensation. I may withdraw this permission at any time in writing to the e-mail address above, which will apply to future recordings.

10. Bookings, payments, cancellation

Sessions and passes are paid in advance by card. Pass validity periods and remaining session credits are shown in my account. For booking changes, cancellations or missed classes, I will contact the academy. Requests are reviewed individually; no fixed notice deadline, cancellation fee or guaranteed refund is established by this clause. Applicable legal cancellation and refund rights take precedence. Passes are non-transferable and expire on the date shown.

11. Governing law, venue, severability, entire agreement

This agreement is governed by and construed under the laws of the State of California, without regard to conflict-of-law rules. I agree that any dispute shall be brought exclusively in the state or federal courts located in Los Angeles County, California, and I consent to that jurisdiction and venue.

This document is the entire agreement between the parties as to participation in the Activities and supersedes any prior oral statement. It remains in effect for all future sessions I attend until a newer version is signed. If any provision is held unenforceable, the remaining provisions remain in effect.

I have read this entire document, I understand it is a release of legal rights and a contract, and I sign it freely and voluntarily.

Acknowledgements

This document is executed in English. The English text is the controlling and legally binding version; translations are provided for convenience only.

Participant and signer details

Full legal name of signer

Participant full name (if different from signer)

Email

Phone (optional)

Acknowledgements — check all five

- [ ] I have read this entire document, I understand it, and I have had the opportunity to ask questions.
- [ ] I knowingly assume all risks of the Activities, including serious injury, permanent disability and death.
- [ ] I release the Releasees from all liability for injury, illness, death or property loss, including ordinary negligence, and I waive California Civil Code section 1542.
- [ ] I confirm I am medically fit to train or have physician clearance, I carry my own insurance, and I authorize emergency medical care.
- [ ] I am signing this agreement freely and voluntarily; if the participant is under 18, I am the parent or legal guardian and I sign on the minor's behalf.

Electronic signature

Type full legal name to sign

Date signed (MM/DD/YYYY)

By typing my full legal name above, I confirm that I have read this entire document, checked every acknowledgement, and sign freely and voluntarily.