

KOMPOUND YOUTH FOUNDATION, INC.
AGREEMENT OF RELEASE OF WAIVER OF LIABILITY

WARNING: THIS DOCUMENT LIMITS YOUR LEGAL RIGHTS.
CONSULT WITH AN ATTORNEY BEFORE SIGNING.

THIS IS YOUR RELEASE AND WAIVER OF LIABILITY (the “Release”). You individually and on behalf of any minor child(ren), release Kompound Youth Foundation, a Colorado Non-Profit Corporation, its officers, directors, board members, employees, volunteers, agents, independent contractors, instructors, attorneys, any and all other participants and/or others acting on its behalf (collectively, “Releasees”) from any and all injury, illness, and/or death that may result from the below described activity. You agree that this Release is effective immediately.

This is important to you and any minor child(ren), so do not sign until you have had your questions answered. You provide this Release freely, and without duress under the following terms:

I, _____, hereby agree to the following:

1. That I am participating in a Brazilian Jiu Jitsu, TRX, Cardio Kickboxing, Mixed Martial Arts, and/or Muay Thai course(s) led by Kompound Youth Foundation, Inc. My participation in the above courses will take place at Kompound Training Center #1, located at: _____ and/or Kompound Training Center #2, LLC, located at: _____.

2. **GENERAL RELEASE, INDEMNIFICATION AND HOLD HARMLESS:** I hereby agree for myself and/or my minor child(ren) and our respective heirs, assigns and legal representatives, to indemnify, defend and hold Kompound Youth Foundation and its officers, directors, board members, employees, volunteers, agents, independent contractors, instructors, attorneys, and other participants (“Releasees”) harmless from any and all claims and/or damages (including medical fees and attorney fees) and causes of action of any nature for any and all personal and/or bodily injury or illness, including death and/or broken bones, which may occur to myself or my minor child(ren) or which may be aggravated or caused by the negligence of others during or by any activity, including participation in the activities described above, in which I have decided to allow myself or my minor child(ren) to participate.

3. I further expressly understand and agree the foregoing indemnity, release and waiver is intended to be as broad and inclusive as permitted by the law of the State of Colorado and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full force and effect.

4. **ASSUMPTION OF RISK:** I, individually and/or on behalf of my minor child(ren), expressly and specifically assume and and all known and unknown risk of injury, illness, death, resulting from the activities described above, which may include but are not limited to: the risks of falling, walking, jumping, climbing, wrestling; martial arts; holds; tighropes; physical interaction with others; broken bones; sprains; soreness; other physical injuries to bones, muscles, and ligaments; dizziness; and/or death. I understand that liability may arise from negligence or carelessness on the part of the Releasees, from dangerous or defective equipment or property owned, maintained or controlled by them or because of their possible liability without fault. Further, I, individually and/or on behalf of my minor child(ren) agree and understand that not only the activity itself carries inherent risks but that there are also risks associated with everyday activities including but not limited to: travel to and from the activity, walking, running, and others which cannot reasonably be anticipated.

5. I understand that it is my responsibility to consult with a physician prior to and regarding my participation in any Brazilian Jiu Jitsi, Parkour, TRX, Cardio Kickboxing, Mixed Martial Arts, and/or Muay

Thai courses. I represent that I am physically fit and I have no medical, psychological, or other condition which would prevent my full participation in any Brazilian Jiu Jitsi, Parkour, TRX, Cardio Kickboxing, Mixed Martial Arts, and/or Muay Thai I, individually and on behalf of my minor child(ren), understand that it is impossible to predict everything that may occur. I understand that the activities should be engaged in only by persons in good health. I understand that by signing this Release, myself and/or my minor child(ren) is in good health. Once you sign, you are saying that you understand the risks involved and you and your child(ren) accept all known and unknown risks. By signing this release and waiver, I represent that I have consulted a physician prior to and regarding my participation in the above activities.

6. I, individually and/or on behalf of my minor child(ren), agree to abide by and comply with all posted safety signs, rules, verbal instructions, and/or any other rules, terms, regulations, or instructions from the Releasees.

7. I, individually and/or on behalf of any minor child(ren), hereby release Releasees from any claim and/or damages whatsoever which may arise as a result of any first aid, treatment, or services or assistance provided to me or my minor child(ren) in connection with any and all injuries, accidents, and/or illnesses that may arise from the activities described above. I take full responsibility for my welfare and safety as well as for my minor child(ren); and I hereby give permission for emergency medical treatment to be administered as deemed appropriate.

8. **ARBITRATION:** Any dispute by and between the parties hereto shall be subject to the sole remedy of arbitration at Denver, Colorado, in accordance with the rules of Judicial Arbitration & Mediation Services (JAMS) or Judicial Arbitrators Group (JAG) upon the agreement of the parties. The arbitrator shall have full authority to provide injunctive relief, including temporary or permanent restraining orders, and other equitable relief, which shall be enforceable through the District Court of Denver, Colorado, as any other judgment in accordance with the Colorado Rules of Civil Procedure. The parties agree that, in the event either party elects to arbitrate a dispute, the parties shall first have mandatory non-binding mediation of any dispute and such mediation shall be conducted by a mediator, who shall be a person licensed to practice law or knowledgeable in the area of dispute, jointly selected by the parties or, if no such agreement can be had, selected from the list of mediators maintained by Judicial Arbitration Mediation Services or Judicial Arbitrators Group in the Denver, Colorado office.

THE PARTIES HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, CLAIM OR COUNTERCLAIM, WHETHER IN CONTRACT OR TORT, AT LAW OR IN EQUITY, ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE SECURITY INTERESTS GRANTED UNDER THIS AGREEMENT.

9. REVOCATION. I, individually and/or on behalf of my minor child(ren), understand that this Release may only be revoked in writing, signed by me and delivered to the Kompund Youth Foundation personnel in charge of the activity I and/or my minor child(ren) participate in.

I HAVE READ THE ABOVE WARNING, WAIVER, AND RELEASE AND UNDERSTAND THAT I GIVE UP SUBSTANTIAL RIGHTS FOR MYSELF AND/OR MY MINOR CHILD(REN) BY SIGNING IT, AND KNOWING THIS, SIGN IT VOLUNTARILY. I AGREE TO PARTICIPATE AND/OR ALLOW MY MINOR CHILD(REN) TO PARTICIPATE IN THE ACTIVITIES DESCRIBED IN THIS FORM KNOWING THE RISKS AND CONDITIONS INVOLVED AND DO SO ENTIRELY OF MY OWN FREE WILL. I UNDERSTAND THAT I AM WAIVING CERTAIN LEGAL RIGHTS THAT I OR MY MINOR CHILD(REN) MAY HAVE. I AFFIRM THAT I AM AT LEAST 18 YEARS OF AGE, OR, IF I AM UNDER 18 YEARS OF AGE, I HAVE OBTAINED THE REQUIRED CONSENT OF MY PARENTS/GUARDIAN AS EVIDENCED BY THEIR SIGNATURES BELOW.

I HAVE BEEN INFORMED AS TO THE ACTIVITIES MYSELF AND/OR MY MINOR CHILD(REN) WILL ENGAGE IN AND CONSENT AND AGREE TO THIS RELEASE. I FIND THIS RELEASE TO BE CLEAR AND UNAMBIGUOUS. MY DECISION TO ALLOW MYSELF AND/OR MY MINOR CHILD(REN) TO BE INVOLVED IN THE ACTIVITIES LISTED ABOVE IS VOLUNTARY AND INFORMED.

I ACCEPT:

Date: _____, 20____

Signature of Participant, if at least 18 years of age

Witness

Date: _____, 20____

Signature of Legal Parent/Guardian, if participant is under 18 years of age

Witness

Participant Information:

Participant Name: _____

Participant Address: _____

Participant Telephone: _____

Course Title: _____

Emergency Contact Name: _____

Emergency Contact Email: _____

Emergency Contact Telephone: _____