



Waiver of Liability

Participant Name: _____ Age: _____ Phone _____
If minor, list parent/guardian phone # only

Email: _____
If minor, list parent/guardian email only

1. ACKNOWLEDGMENT OF RISKS. By signing this document, I acknowledge that participation in EXERCISE, TRAINING, JIU-JITSU and/or THERAPY has inherent risks and that the risks may increase substantially, specifically including, but not limited to, cardiovascular stress and related conditions such as blood clotting, heart attack; muscle, tendon, ligament, bone damage; injury from falls, moving equipment, weights dropping; metabolic conditions such as fainting from low blood sugar, mental distress, etc. I acknowledge that Training Coaches and Therapists have education that allows them to facilitate the goals of Exercise, Training, Jiu-Jitsu and/or Therapy but cannot prevent any and all associated risks of exercise, training, Jiu-jitsu and therapy from occurring. **I AM AWARE THAT I WILL BE PARTICIPATING IN A POTENTIALLY HAZARDOUS ACTIVITY, AND I AM VOLUNTARILY PARTICIPATING IN THIS ACTIVITY WITH KNOWLEDGE OF THE DANGER INVOLVED AND HEREBY AGREE TO ACCEPT ANY AND ALL RISKS OF INJURY, LOSS OF ANY KIND, OR DEATH.** INITIAL _____

2. LIABILITY RELEASE. In consideration of being permitted to participate in Exercise, Training, Jiu-Jitsu and/or Therapy provided by Dunamis Health & Performance/Chris Knott, Inc./Christopher A. Knott, I, for myself, my spouse, legal representatives, heirs, and assigns, hereby release, waive and discharge Dunamis Health & Performance/Chris Knott, Inc./Christopher A. Knott, their members, employees, and directors and the City referred to as "Releasees", from all liability to me, my spouse, legal representatives, heirs and assigns, for any and all injury, loss or damage, and any claim or damages resulting there from, on account of injury to my person or property, even injury resulting in my death, whether caused by the negligence of Releasees, or otherwise, while I am participating in Exercise, Training, Jiu-Jitsu and/or Therapy, and conducting business on the business premises of Releasees. I further release all officials, professional personnel and Releasees described above from any claim whatsoever on account of first aid treatment or service rendered me during my participation in the Exercise, Training, Jiu-jitsu and/or Therapy. INITIAL _____

3. MEDICAL DISCLOSURE. Please describe below any medical conditions that you may have that would affect your ability to participate in Exercise, Training, Jiu-Jitsu and/or Therapy including cardiovascular conditions such as previous heart attack, stroke, pacemaker, blood clots, asthma, seizures, recent concussions, and/or all medical conditions that may necessitate emergency care, or effect the rendering of first aid such as infectious diseases, allergies, diabetes, etc. Also note any current prescribed medications, supplements, and if you are pregnant or breastfeeding. Not listing any medical conditions is agreeing that you do not have any known medical conditions. INITIAL _____ **List Medical Conditions (if applicable):**

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4. CONSENT TO GIVE EMERGENCY MEDICAL TREATMENT. If at any time there is a medical emergency, or any type of harm comes to you or a person within Dunamis Health and Performance, you agree that is within the discretion of Dunamis staff to make any and all decisions to address such emergency or harm by any means deemed necessary at no cost to Dunamis or Dunamis staff. This may include but not limited to: calling 911, requesting emergency personnel such as ambulance or doctor oversight, Medivac, utilizing CPR, First Aid, AED devices for possible heart attack, Epinephrine Pen for allergic reactions, and contacting listed emergency contacts. **INITIAL** _____

5. GENERAL PROVISIONS.

- (a) Should Releasees be required to incur attorney’s fees and costs to enforce this Agreement, I agree to indemnify and hold them harmless for all such fees and costs.
- (b) Any dispute involving these matters shall be governed by the laws of Colorado with venue in El Paso County, Colorado.
- (c) I agree to indemnify Releasees for any incurred loss, liability, damage or cost caused by me or my participation during Exercise, Training, and/or Therapy.
- (d) Dunamis Health & Performance /Chris Knott, Inc./Christopher A. Knott reserves the right to terminate Exercise, Training, Jiu-Jitsu and/or Therapy at its discretion at any time for any one or more participants.
- (e) This release contains the entire agreement between the parties hereto and the terms of this release are contractual and not a mere recital. I have carefully read the foregoing and know and understand the contents and sign as my own free act. **INITIAL** _____

6. MEDIA RELEASE. Dunamis Health and Performance is a teaching and education facility as well as training and performance. Video and photography are necessary both for capturing content as well as sharing for marketing purposes. By utilizing the facility at Dunamis, you are agreeing to be utilized for educational and/or marketing content. Any social media or capturing of content by yourself or any Dunamis member must be approved by Dunamis management. All video/photography/sound content collected within Dunamis is considered the property of and intellectual rights of Dunamis and Chris Knott. **INITIAL** _____

Participant’s Signature: _____ **Date:** _____

In an Emergency, notify (print): _____ **Phone:** _____

NOTE: If participant is under the age of 18, a parent or legal guardian must sign:

Parent/Legal Guardian Signature: _____