



WINNIPEG ACADEMY OF MIXED MARTIAL ARTS  
222 St. Mary's Road, Winnipeg, MB

**RELEASE OF LIABILITY, WAIVER OF CLAIMS AND ASSUMPTION OF RISKS AGREEMENT**  
(Hereinafter referred to as the "Release Agreement")

BY SIGNING THIS RELEASE AGREEMENT, YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT

**PLEASE READ CAREFULLY!**

NAME OF PARENT/LEGAL GUARDIAN: \_\_\_\_\_ ADDRESS: \_\_\_\_\_

NAME OF PARTICIPANT: \_\_\_\_\_ BIRTHDATE (if under 18): \_\_\_\_\_

EMAIL: \_\_\_\_\_ PHONE: \_\_\_\_\_

**NOTE:** By providing WAMMA, WAMMA Canada and WAMMA NextGen with your email address you consent to receive commercial electronic messages. Email address is not mandatory for participation.

**Purpose**

1. This is a binding legal agreement; therefore, clarify any questions or concerns before signing. As someone who wishes to participate or your child, in the case you are the parental guardian of the participant, in the programs, activities and events of WAMMA, WAMMA Canada and WAMMA NextGen, you (the "Participant" or legal guardian of the Participant), the undersigned acknowledge and agree to the following terms.

**Disclaimer**

2. WAMMA, WAMMA Canada and WAMMA NextGen and its directors, officers, committee members, members, employees, coaches, volunteers, officials, participants, agents, sponsors, owners/operators of the facility, and representatives (the "Organization") are not responsible for any injury, property damage, expense, loss of income, damage or loss of any kind suffered by a Participant during, or as a result of, any program, activity or event of the Organization, caused in any manner whatsoever including, but not limited to, the negligence of the Organization.

*€ I have read and agree to be bound by paragraphs 1 and 2. \_\_\_\_\_*

**Description and Acknowledgement of Risks**

3. The Participant understands and acknowledges that:
  - a) The Activities have foreseeable and unforeseeable inherent risks, hazards, and dangers that no amount of care, caution or expertise can eliminate, including without limitation, the potential for serious bodily injury, permanent disability, paralysis, and loss of life.
  - b) The Organization may offer or promote online programming (such as webinars, remote conferences, workshops, and online training) which have different foreseeable and unforeseeable risks than in-person programming.
  - c) The Organization has a difficult task to ensure safety and it is not infallible. The Organization may be unaware of the Participant's fitness or abilities, may give incomplete warnings or instructions, may misjudge weather or environmental conditions, and the equipment being used might malfunction.
4. I am participating (or allowing my child to participate) voluntarily in the sport of Jiu-jitsu / Wrestling / Boxing / Kickboxing (collectively referred to herein as "MMA") and the activities, events and programs of the Organization. In consideration of my (or my child's) participation in the sport of MMA and the programs, activities and events of the Organization, I hereby acknowledge that I am aware of the risks, dangers and hazards associated with or related to MMA, any such competitions, programs, activities and events of the Organization. The risks, dangers and hazards of MMA include, but are not limited to:
  - a) Contracting COVID-19 or any other contagious disease.
  - b) Privacy breaches, hacking, technology malfunction or damage.
  - c) Being struck by other participants, instructors, or equipment;
  - d) Physical exertion, movements, turns and stops;

- e) Dry-land training including weights, running and massage;
- f) Executing strenuous and demanding physical techniques, exerting and stretching various muscle groups;
- g) Falling because of slippery, uneven or irregular surfaces;
- h) Falling while kicking, punching, tackling, or otherwise;
- i) Physical contact with other participants, spectators, equipment and vehicles;
- j) Spinal cord injuries which may render me permanently paralyzed;
- k) Strenuous cardiovascular workouts;
- l) Failure to follow instructions or rules;
- m) Failure to act safely or within the Participant's ability or designated areas.
- n) Failure to properly use any piece of equipment or from the mechanical failure of any piece of equipment;
- o) Travel to and from competitive events and associated non-competitive events which are an integral part of the Organization's programs, activities and events;
- p) Negligence of other persons, including other spectators, participants, or employees;
- q) Rhabdomyolysis caused by over exertion or training at an intensity beyond my physical capability; and/or
- r) Weather conditions which may result in hypothermia or hyperthermia.

5. Furthermore, I am aware:

- a) That injuries sustained in MMA can be severe;
- b) That I (or my child) may come into close contact with other participants, including the possibility of accidental contact;
- c) That I (or my child) may experience anxiety while challenging myself during the activities, events, and programs;
- d) That my (or my child's) risk of injury is reduced if I (or my child) follow all rules established for participation;
- e) That my (or my child's) risk of injury increases as I (or my child) become fatigued.
- f) Everyone is responsible for their own safety; and
- g) The Organization reserves the right to expel any participant from the program.

*€ I have read and agree to be bound by paragraphs 3 to 5. \_\_\_\_\_*

**Release of Liability**

6. In consideration of the Organization allowing me (or my child) to participate, I agree:

- a) That my (or my child's) physical condition has been verified by a medical doctor to participate in the sport of MMA and in the activities, events, and programs of the Organization;
- b) That COVID-19 is contagious in nature and the Participant may be exposed to, or infected by, COVID-19 and such exposure may result in personal injury, illness, permanent disability, or loss of life;
- c) To waive any and all claims that I (or my child) may have now or in the future against the Organization;
- d) To freely accept and fully assume all such risks and possibility of personal injury, death, property damage, expense, and related loss, including loss of income, resulting in participation in the activities, events and programs of the Organization;
- e) To assume all risks arising out of, associated with, or related to my (or my child's) participation;
- f) To be solely responsible for any injury, loss, or damage that I (or my child) might sustain while participating; and
- g) To forever release, discharge, save harmless and indemnify the Organization from liability for any and all claims, demands, actions, damages (including direct, indirect, incidental, special and/or consequential), losses (economic and non-economic), judgements, executions and costs (including legal fees) that might arise out of my (or my child's) participation in or traveling to and from the activities, events and programs of the Organization, due to any cause whatsoever, even though such risks, injuries, loss, damage, claims, demands, actions or costs may have been caused by any manner whatsoever, including but not limited, to the negligence, omissions, carelessness, breach of contract, or breach of any duty of care of the Organization.

*€ I have read and agree to be bound by paragraph 6. \_\_\_\_\_*

**Acknowledgement**

7. I acknowledge that I have read this "Release Agreement" and understand it, that I have executed this agreement voluntarily, and that this agreement is binding upon myself, my heirs, spouse, children, parents, guardians, next of kin, executors, administrators and legal or personal representatives.

\_\_\_\_\_  
Signature of **PARTICIPANT** (if over 18)

\_\_\_\_\_  
Signature of Parent or Guardian

\_\_\_\_\_  
Date