

MX GYM: LIABILITY & PHOTO RELEASE

IMPORTANT: THIS RELEASE IS A LEGAL CONTRACT BINDING UPON YOU AND MX Gym. READ IT CAREFULLY AND OBTAIN LEGAL ASSISTANCE IF YOU DO NOT UNDERSTAND IT.

1. Voluntary Participation. I, the undersigned, acknowledge and state that I have voluntarily applied to participate in the activities of, MX Gym, a Minnesota Organization (referred to as MX), including, but not limited to, the instruction, techniques and methods commonly known as, but not limited to, "Muay Thai Kickboxing, Capoeira, Kali, Silat, Italian Sabre, Escrima, Boxing, Yoga, Pole, (collectively referred to as "the arts").

2. Assumption Of Risk. I am aware and understand that, in general, these arts can be dangerous and hazardous activities. The arts I shall be learning and participating in, involve extremely dangerous and hazardous activities. I am voluntarily and of my own free will submitting an application to participate in and learn these methods with full knowledge and understanding of the serious danger and hazards involved. **I, The Undersigned, Hereby Consent And Agree To Completely Accept Alone Any And All Risks Of Accident, Injury Or Death.**

3. Release. In consideration for being instructed of and about the arts and participating in any and all of the activities conducted or sponsored in whole or in part by MX, and being permitted to use any and all of MX's facilities and equipment, whether owned or leased by MX, in connection with MX's methods, its activities, or otherwise, I hereby agree that I, my heirs, distributees, guardians, successors in interest and legal representatives (collective referred to as "Releasor") will not make a claim or file an action or suit against, sue, or attach the property of MX, and/or any of its affiliated organization, and/or the directors, officers, employees, agents, volunteers, staff, or members of MX (collectively referred to as "MX Group"), and any or all manufactures, distributors, wholesalers, suppliers and/or retailers of the facilities and equipment I will use in connection with any and all of activities conducted and/or sponsored in whole or in part by the MX Group (collective referred to as the "Suppliers"), (MX Group and Suppliers shall collectively be referred to as "Releasees"), for damages, injury, emotional distress claims, bodily injury claims, and punitive damages, whether known or unknown, foreseen or not, due to or resulting from the acts, conduct, negligence, or misfeasance of, or omissions or failures to act by, the Releasees, or any of them. Releasor fully and forever waives and foregoes any and all rights and benefits that the Releasor does not know or suspect to exist at the time of executing this release. This release shall be binding upon Releasor, his executors, privies, administrator and successors in interest.

4. Application of Minnesota Law. In further consideration being instructed of and about the arts, being entitled to participate in any and all of the activities conducted or sponsored in whole or in part by MX, and being permitted to use any of MX's facilities and equipment, whether owned or leased by MX, in connection with MX's Methods, its activities, or otherwise, I hereby agree that this Release form Liability shall be interpreted under and construed in accordance with Minnesota law only, without the benefit of and fully disregarding all Minnesota conflict of laws provisions, so that any and all disputes, contentions, disagreements or controversies arising from or related to this Release from Liability, the application for membership in MX, or my membership in MX, my instruction of and about the MX Methods, or my participation in any and all activities conducted or sponsored in whole or in part by MX or the MX Group, shall be interpreted under and in accordance with only Minnesota law regardless of my domicile or residency; and that the only court in which an action of suite may be brought in connection with the foregoing shall be the court of original jurisdiction of the State of Minnesota situated in the County of St. Louis. Further, I waive any right I may have to assert the doctrine of forum non conveniens or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this Release, and I stipulate that the Minnesota courts shall have personal jurisdiction and venue over me for the purpose of litigating any dispute, controversy, or proceeding arising of or related to this Release, the application, my membership, MX methods or the MX Group.

5. Health Advisory and Physical Condition. I hereby acknowledge and understand that the performance, practice and utilization of the instruction at MX involve extremely strenuous physical activity, and that I have been advised to consult a physician before commencing and undertaking such activity. I hereby represent that, to the best of my knowledge, I am in good physical health and condition, sufficient to undertake the activities and practices constituting the MX Methods.

6. Knowing and Voluntary Execution. I hereby declare that I have carefully read this Release from Liability, and that I fully understand the meaning and importance of its contents. I acknowledge that this Release is a binding contract among the MX Group, the Suppliers and me, and that under this contract I am releasing the MX Group and the Suppliers from all liability for claims I may have against them. I further declare and represent that I am at least 18 years of age, that I have full legal capacity to be bound by this contract, and that I am signing this contract of my own free will and accord.

7. Photo Release Agreement. I understand and irrevocably give my permission to MX to take, use, publish, broadcast or exhibit photographs made by/of myself. I hereby release, remise, discharge and acquit MX Gym, its officers, directors, employees and principals of and from any and all claims and/or demands resulting from the taking, use, publication, broadcasting or exhibition of the fame. Furthermore, MX may re-use, and republish the above without further consent or consideration by or to me.

I understand that all products developed in the course of my contract with MX shall be the sole and exclusive property of MX and its designees, and I shall, without charge, assign any right, title and interest in such products to MX and execute, acknowledge and deliver any and all instruments conveying, confirming or otherwise affecting such ownership by MX. I shall not at any time, except as properly required in the conduct of the normal business of MX or except as authorized in writing by MX, publish, disclose, or use any secret or confidential information relating to any aspect of the business or products of MX. In consideration of the arts obtained, student/coach/instructor agrees not to engage in teaching practices within a twenty-five (25) mile radius of the school, or any other school associated with the school's administrators, for a period of three (3) years following disassociation with the school, without written permission.

Print Name(s): _____ & _____
(Parent / Legal Guardian) (Children / Minor)

Signed: _____ Date: _____
(Parent or Legal Guardian if under 18 years of age)

Phone: _____ E-mail: _____