

Waiver of Liability and Agreement of Release

PLEASE READ THOROUGHLY BEFORE SIGNING.

I, _____, hereby agree to the following:

1. I understand that I am participating in a NYS-HGC Grappling Tournament (the "Event") offered and promoted by Norman Yonkers, individually and doing business as Karate Connection, Norman Yonkers Karate Connection MMA, LLC, and Gokor Chivichyan (collectively, the "Promoters"). Any form of Mixed Martial Arts, including grappling and striking, by its very nature, carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. I recognize that these activities involve full and aggressive bodily contact against opponents and require physical exertion that may be strenuous and may cause physical injury, including serious injury and death, and I am fully aware of the risks and hazards involved.
2. I understand that it is my responsibility to consult with a physician prior to and regarding my participation in the Event. I represent and warrant that I am physically fit and have no medical condition which would prevent my full participation in the Event. I further acknowledge that the Promoters, their employees, members, partners, independent contractors, agents, volunteers and representatives, and all persons acting on their behalf, including, but not limited to, all persons associated with the Event (hereinafter referred to collectively as the "Event Personnel"), do not assume any responsibility for my medical condition, diagnosis or treatment.
3. In consideration of being permitted to observe and participate in the Event, I agree to assume full responsibility for any known or unknown risks, injuries or damages which I might incur by reason of my participation and/or observation of the Event.
4. In further consideration of being permitted to observe and participate in the Event, I knowingly, voluntarily and expressly waive any claim I may have against each of the Event Personnel for any injuries or damages which I may sustain.
5. I, my heirs, legal representatives and assigns forever release, waive, discharge and covenant not to sue any of the Event Personnel for any personal injury, property damage, disability or death caused by their negligence or other acts.
6. I agree to hold harmless and indemnify each of the Event Personnel from all claims resulting from negligence or any other cause and to reimburse them for any expenses incurred by any of them in investigating and defending a claim or suit if my claim is withdrawn, or to the extent that a court of arbitration determines that Event Personnel are not responsible for injury or loss.
7. In further consideration of being permitted to observe and participate in the Event, I also freely give my consent to the Event Personnel, including anyone authorized by them, to record and utilize my name, likeness, video image, portrait or pictures, voice and biographical information (together, the "Released Subject Matter") in the Event, and for all purposes related to promoting and publicizing the Event and any subsequent events, including advertising, publicity, public displays, and exhibitions. I understand that the Released Subject Matter will be recorded by various mechanical and electrical means of all descriptions, and further grant to the Event Personnel the unrestrained right to own, utilize and/or alter the Released Subject Matter in any manner they may see fit and for any purpose whatsoever, all of the foregoing to be without limitation of any kind. Without limiting the generality of the foregoing, I hereby stipulate that the Released Subject Matter is the property of the Event Personnel to do with as they see fit, and further agree that my participation in the Event confers upon me no rights to use, ownership or copyright.
8. I further acknowledge and agree that this waiver, release and indemnification shall be construed in accordance with, and is intended to be as broad and inclusive as permitted by, the laws of the State of New York, and that if any portion thereof is held invalid, I agree that the balance shall continue in full legal force and effect. I agree that if legal action is brought, it must be brought in the State of New York, County of Chautauqua.

ACKNOWLEDGEMENT OF UNDERSTANDING: I HAVE READ THE ABOVE RELEASE AND WAIVER OF LIABILITY AND FULLY UNDERSTAND ITS CONTENTS AS WELL AS THE FACT THAT I AM GIVING UP SUBSTANTIAL RIGHTS BY SIGNING IT. I VOLUNTARILY AGREE TO THE TERMS AND CONDITIONS STATED ABOVE. IT IS MY INTENTION TO EXEMPT AND RELIEVE NORMAN YONKERS, INDIVIDUALLY AND DOING BUSINESS AS KARATE CONNECTION, NORMAN YONKERS KARATE CONNECTION MMA, LLC, AND GOKOR CHIVICHYAN FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE.

Date

Signature of Participant

Printed Name

If the participant is under 18 years of age:

As the legal guardian of _____, I hereby consent to the above terms and conditions.

Date

Signature of Parent/Guardian

Printed Name