

MARTIAL ARTS TOURNAMENT WAIVER, RELEASE, AND INDEMNIFICATION AGREEMENT

Solid Series Tournaments and Events

THIS AGREEMENT CONTAINS A RELEASE OF LIABILITY, WAIVER, AND INDEMNIFICATION ON BEHALF OF THE PARTICIPANT. READ IT CAREFULLY. WE RECOMMEND CONSULTING WITH COUNSEL.

In consideration of my participation of the event or tournament for which I am signing this agreement, and all future or related event or tournaments operated or run by the same organization, I understand, acknowledge, and agree that:

1. **Nature of Activity:** Martial arts tournaments, including Brazilian Jiu-Jitsu, mixed martial arts, Muay Thai boxing, and related combat sports, are inherently dangerous activities involving physical contact, aggressive techniques designed to subdue opponents, and include significant risk of serious injury or death that can never be fully removed or mitigated. This document relates to my participation in, attendance at, or assistance of a participant at the event related to this agreement, as detailed in the registration information for the event.
2. **Medical Clearance:** I represent that I am physically fit to participate in strenuous martial arts competition and have consulted with a physician regarding my ability to safely participate in tournament competition or chosen not to consult with a physician due to my own decision.
3. **Voluntary Participation:** I am voluntarily electing to participate in the Solid Series tournament events, including all competition matches, coaching sessions, training, warm-up activities, and related tournament activities.
4. **Assumption of Risk:** I recognize, understand, and assume all risks of injury or death associated with tournament participation, including but not limited to:
 - Injuries from strikes, throws, submissions, and ground fighting
 - Injuries from inadequate protective equipment
 - Injuries caused by other competitors, referees, or coaching staff
 - Facility-related injuries
 - Travel to and from tournament venues
5. **RELEASE OF LIABILITY:** ON BEHALF OF MYSELF AND MY HEIRS, SUCCESSORS, AND ASSIGNS, I HEREBY COMPLETELY RELEASE, WAIVE, AND DISCHARGE THE PROMOTORS OF THE SOLID SERIES TOURNAMENTS AND EVENTS, ALL ASSOCIATED LLCs, TRADENAMES, AND PERSONS, INCLUDING EASTON SDI, LLC; EASTON SDI2, LLC; EASTON SDI3, LLC; EASTON BJJ; EASTON ARVADA; KLINE1, LLC; LOWRY-DENVER SDI, LLC; EASTON-SDI MANAGEMENT, INC.; ALUMBAUGH MARTIAL ARTS, LLC, AEEM 2 LLC; LITTLETON SDI, LLC; LONGMONT SDI, LLC; EASTON BRAZILIAN JIU-JITSU; EASTON TRAINING CENTER; AMAL EASTON, VENUE OWNERS, TOURNAMENT DIRECTORS, REFEREES, COACHES, VOLUNTEERS, SPONSORS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND AFFILIATES AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE "RELEASED PARTIES") FROM ANY AND ALL LIABILITY, INCLUDING WHERE RELATED TO INJURY, DEATH, OR PROPERTY DAMAGE ARISING FROM MY TOURNAMENT PARTICIPATION, REGARDLESS OF WHETHER SUCH INJURY RESULTS FROM THE NEGLIGENCE OF THE RELEASED PARTIES OR OTHERWISE, AND WHETHER KNOWN, UNKNOWN, EXISTING, OR YET TO ARISE. Participation in martial arts tournaments involves inherent and unforeseeable risks that cannot be eliminated regardless of care taken. The Released Parties expressly disclaim any duty to inspect, maintain, guard against, or warn of any particular hazards that may be encountered in connection with tournament activities. I assume all risks of my participation in the event, whether known or unknown.
6. **Indemnification:** I agree to indemnify, defend, and hold harmless the Released Parties from any claims, damages, or expenses (including attorney's fees) arising from my participation in tournament activities or my breach of this agreement.
7. **Coaching and Instruction:** I acknowledge that coaching and instruction provided during the tournament is voluntary guidance only, and I assume all risks associated with following or not following such instruction. Coaching is not mandatory, and I may not receive any guidance or coaching.
8. **Media Rights:** I hereby grant to the Released Parties and their respective successors and assigns the irrevocable, royalty free, perpetual, worldwide, right and permission, to use, reuse, publish and republish, and otherwise reproduce, modify and display my name and/or the likeness(es) of me associated with my participation in the event, with or without other persons, that are included in any photograph(s), video(s), artistic rendering(s) or other representations that such parties will make, has made, has had made or has

otherwise obtained, to copyright the same, in its own name or otherwise, in whole or in part, individually or in conjunction with likenesses of other persons, and in conjunction with any copyrighted or copyrighted matter, in any and all print, electronic, digital and other media now or hereafter known, for use, distribution, advertisement, publication, promotion, merchandising, and commercial exploitation in any medium, whether now known or hereafter created; and to use my name in connection therewith if such party so chooses.

9. **Restrictions:** I will not intentionally utilize practices, materials, substances, or techniques that are against the rules presented to me or which by their nature are unfair or inherently dangerous and unexpected to be reasonable given the activity and tournament, such as handheld weapons, chemicals, or eye-gouging. I shall adhere to the other rules and regulations presented to me as part of my participation in the event.
10. **No Warranties:** The Released Parties make no representations, warranties, promises, or guarantees of any kind, whether express, implied, statutory, or otherwise, including but not limited to:
 - **Safety or Security:** No warranty that the tournament premises, equipment, or activities will be safe, secure, or free from hazards, defects, or dangerous conditions;
 - **Medical Care:** No warranty regarding the adequacy, availability, or quality of any medical care, first aid, or emergency services that may be provided;
 - **Equipment and Facilities:** No warranty that protective equipment, mats, facilities, or tournament infrastructure will be suitable, adequate, or free from defects;
 - **Supervision and Instruction:** No warranty regarding the competence, qualifications, or adequacy of referees, coaches, tournament staff, or volunteers;
 - **Rules Enforcement:** No warranty that tournament rules will be consistently or adequately enforced, or that violations will be prevented or detected;
 - **Merchantability and Fitness:** All implied warranties of merchantability, fitness for a particular purpose, and non-infringement are expressly disclaimed;
 - **Results or Outcomes:** No warranty regarding tournament results, rankings, awards, or any competitive outcomes.
11. **No Amendment:** This Agreement may not be modified, amended, or changed in any way except by a written instrument signed by all parties hereto. No oral modifications, amendments, or waivers of any provision of this Agreement shall be effective or binding. Any attempted modification, amendment, or waiver that does not comply with this provision shall be null and void.
12. **Assignment:** The rights, benefits, and protections granted to the Released Parties under this Agreement are freely assignable and transferable by the Released Parties to any third party without notice to or consent from the Participant. This Agreement shall be binding upon and inure to the benefit of the Participant's heirs, successors, assigns, and legal representatives, and shall benefit the Released Parties and their respective successors, assigns, affiliates, subsidiaries, parent companies, and any entity that acquires all or substantially all of the assets or business of any Released Party. The Participant may not assign, transfer, or delegate any of their obligations under this Agreement without the prior written consent of the Released Parties.

FOR MINORS (Under 18 Years of Age)

As the parent/legal guardian of the above-named minor, I:

- Have read and understand this agreement
- Consent to my minor child's participation in the tournament
- Acknowledge the inherent risks involved
- Agree to all terms of this release on behalf of my minor child
- Agree that this release binds both myself and my minor child

COLORADO LAW ACKNOWLEDGMENT

I understand this agreement is governed by Colorado law and that Colorado courts will have jurisdiction over any disputes. I acknowledge that this waiver may limit my ability to recover damages even if the Released Parties are negligent.

SEVERABILITY

If any provision of this agreement is deemed unenforceable, the remaining provisions shall remain in full force and effect.

I HAVE READ THIS AGREEMENT, UNDERSTAND ITS TERMS, AND SIGN IT VOLUNTARILY.

Participant Information:

- Date: _____
- Participant Signature: _____
- Printed Name: _____
- Date of Birth: _____

For Minors - Parent/Guardian:

- Parent/Guardian Signature: _____
- Printed Name: _____
- Relationship to Minor: _____
- Date: _____