Texas Waiver Release and Consent Agreement

Texas Program | Professor Van Allen Kahana Cordeiro | Instructor Daniel Cordeiro

WAIVER RELEASE OF LIABILITY ASSUMPTION OF RISK AND CONSENT

Effective September 2026. This agreement applies to the participant identified on the signed New Life Jiu-Jitsu Texas Registration and Consent Form and is incorporated into that form by reference. It is made in favor of New Life Jiu-Jitsu, New Life Academy, their owners, instructors, coaches, staff, volunteers, facility providers, agents, affiliates, successors, and assigns, collectively called Releasees.

1 Acknowledgment of Risk

Brazilian Jiu-Jitsu and related conditioning involve physical contact, strenuous activity, falls, throws, joint locks, chokes, grappling, and contact with people, mats, and equipment. Risks include minor or serious injury, illness, communicable disease, permanent disability, paralysis, or death. The participant voluntarily chooses to participate and knowingly assumes the inherent and other risks of participation.

2 Fitness and Disclosure

The participant represents that they are physically able to participate or will obtain appropriate medical guidance. The signer has disclosed information reasonably necessary for safe participation and will notify the academy of material changes. Instructors may restrict participation when they reasonably believe a health or safety concern exists.

3 Facilities Equipment and Safety

The participant will follow safety rules, inspect the training area and equipment to the extent reasonably possible, and promptly report unsafe conditions, injuries, or concerns before or during participation.

4 Assumption of Responsibility

The participant accepts responsibility for injury, damage, or loss arising from participation, including personal property loss, except to the extent responsibility cannot lawfully be waived.

5 Release of Liability

To the fullest extent permitted by applicable law, the participant and signer release and agree not to sue the Releasees for claims arising from participation, including claims based on ordinary negligence. This release does not apply to gross negligence, reckless conduct, willful misconduct, or rights that cannot lawfully be waived.

6 Medical Authorization

If reasonably necessary, the signer authorizes Releasees to contact emergency services and obtain emergency medical assistance for the participant. The signer accepts responsibility for related costs and understands the Releasees do not provide participant health insurance.

7 Communicable Illness

The participant acknowledges possible exposure to communicable illnesses and agrees to follow health, hygiene, exclusion, and return-to-training requirements.

8 Conduct and Removal

The participant agrees to follow academy rules and instructor directions. Participation may be restricted, suspended, or ended for unsafe behavior, serious or repeated misconduct, policy violations, or nonpayment. Removal does not create a refund unless required by law or approved in writing.

9 Parent or Guardian Consent

For a minor participant, the signer confirms they are the parent or legal guardian or otherwise have legal authority to consent. The signer consents to the minor’s participation and agrees to these terms on the minor’s behalf to the extent permitted by law.

10 Governing Law and Severability

This agreement is governed by the laws of the State of Texas. If any provision is found unenforceable, the remaining provisions will continue to the fullest extent permitted by law.

11 Voluntary Agreement

The signer confirms through the signed Registration and Consent Form that they received or were given access to this agreement, read and understood it, had the opportunity to ask questions and seek independent advice, and voluntarily agree without relying on promises not written here.

ACCEPTANCE This agreement is accepted by completing and signing the applicable one-page New Life Jiu-Jitsu Registration and Consent Form.