



EFL Waiver and Release

Please read this form thoroughly.

Last Name: _____ First Name: _____
Date of Birth: _____ Date: _____

This form is an important legal document. It explains the risks you are assuming by beginning an exercise program. It is critical you read and understand it completely. After you have done so and if you are in agreement with the terms and conditions herein, please print your name and sign below. If you are less than the legal age required for consent or require the assent of a care provider, your parent, guardian or care provider must also sign this form and such, parent, guardian, or care provider's agreement will be incorporated within the following terms.

AGREEMENT, WAIVER AND RELEASE

Assumption of Risk: I (the "*Client*") hereby understand and acknowledge that use of any of Mahitikos Sillogos Kifissias's (also known as, "*EFL Academy*") martial arts gyms' (individually and together, the "*Gym*") facilities and equipment, participation in any Gym classes (including, without limitation, strength and conditioning, fitness classes, Brazilian Jiu-jitsu, grappling, boxing, kickboxing, and mixed martial arts (collectively, "*Combat Sports*")) and/or in any individual exercise or training (including, without limitation, personal training) ("*Training*," and together with, Combat Sports, "*Gym Activities*" and each, a "*Gym Activity*") provided at the Gym exposes me to inherent risks (i.e. a danger or condition that is an integral part of the activity; one that cannot be eliminated without changing the nature of the activity), including, without limitation, accidents, falls, illness, injury or even death ("*Inherent Risks*").

The Inherent Risks of the offered Gym Activities include: (i) contact risks (i.e. risk of injuries that result from physical contact, sparring, submission holds, chokes, striking blows, accidental blows and falls; including, without limitation, (a) minor injuries: bruises, black eyes, abrasions and contusions, and (b) serious injuries: broken bones, ligament and joint injuries, concussions, cuts, broken teeth and eye injuries); (ii) joint and muscular risks (i.e. risk of specific injuries associated with fitness/physical activities; including, without limitation, muscle strains and tears, tendon and ligament damage, and joints bending the wrong way); (iii) collision risks (i.e. risk of injuries that result from collision with another person or object; including, without limitation, collisions with an opponent, other participants on the mat, a wall, the floor, or other stationary object); (iv) participant/co-participant risks (i.e. risk of injuries sustained as a result of the Client or another individual's autonomous actions; including, without limitation, erratic or reckless acts, failure to follow directions, anger, retaliatory acts, violation of safety rules, and spontaneous acts that endanger others; and (v) infectious disease risks (i.e. risk of infectious diseases (a) contracted by skin-to-skin contact, including, without limitation, bacterial infections, viral infections, and fungal infections; and (b) contagious diseases contracted from being in the proximity of an infectious person(s) including, without limitation, communicable viruses and diseases such as SARS-CoV-2, Ebola, influenza, and COVID-19).

Additionally, I recognize that Gym Activities might be difficult and strenuous and acknowledge that the possibility of certain unusual physical changes during exercise are an additional Inherent Risk, including, without limitation,

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abnormal blood pressure, fainting, disorders in heartbeat, paralysis; brain injury, stroke, heart attack, and, in rare instances, death. Furthermore, I understand that as a result of my participation in any Gym Activities, I could suffer a physical change, as described above, or injury or physical disorder that could result in my becoming partially or totally disabled and incapable of performing any gainful employment or having a normal social life.

I acknowledge that EFL Academy, its subsidiary entities, affiliates, sponsors, along with their respective directors, officers, members, managers, employees, partners, shareholders and co-sponsoring organizations, the Gym, Gym trainers, coaches, employees, and anyone else providing any service at the Gym, as well as their respective agents, heirs, successors, assigns, contractors, representatives (together with EFL Academy and the Gym, the "**Gym Parties**"), and each, a "**Gym Party**") do not purport to nor provide any medical advice. I understand that consultation with and examination by a physician should be obtained by all participants prior to involvement in any exercise or physical program, including any Gym Activities. If I have chosen not to obtain a physician's permission prior to beginning any Gym Activities, I hereby acknowledge and agree that I am doing so at my own risk. Furthermore, I hereby acknowledge and agree any physical activity clearance I have obtained becomes invalid if my condition changes, and that, notwithstanding any physician's professional opinion, my decision to participate in or to continue to participate in my chosen Gym Activities is voluntary, in my sole and absolute discretion and at my own risk.

I acknowledge my responsibility to communicate to a trainer and/or coach, prior to commencing any Gym Activity, any physical and/or mental concerns affecting me which could conflict with my participation in my chosen Gym Activities. Furthermore, I hereby acknowledge and agree that, notwithstanding any information I do provide to any Gym Party which may indicate any such physical or mental concerns, my decision to participate in or to continue to participate in my chosen Gym Activities is voluntary and at my own risk.

To that end, I have disclosed any relevant medical information to the appropriate Gym Parties and hereby declare that I am in good physical condition and have no disease, physical limitation, health concern, injury or mental impairment at this time that would be aggravated or would be the cause of any injury sustained, before, during or as a result of my participating directly and/ or indirectly in any Gym Activities.

I, therefore, acknowledge and agree that I knowingly assume all Inherent Risks associated with my participation in any Gym Activities. This assumption of risk, waiver and release from liability ("**Agreement**") includes, without limitation, injuries and exposure to and illness from infectious or communicable viruses and diseases which may occur as a result of (i) my use of all amenities and equipment in the Gyms' facilities or premises (ii) my participation in any activity, Combat Sport, program, class, or Training; (iii) contact with other participants; (iv) instruction or supervision (or lack thereof) of any exercises and techniques taught to me by trainers or coaches employed by or providing services for the Gym (unless such instruction or supervision is found to be grossly negligent); (v) equipment failure or malfunction; (vi) any slipping and/or falling or dropping of equipment while on the Gym's premises; (vii) and all other risks being known and appreciated by me.

Waiver, Informed Consent, and Covenant Not to Sue: Having read the above Assumption of Risk section of this Agreement and knowing aforementioned facts, in consideration of permitting my use of the Gym's facilities and of services provided to me at the Gym by EFL Academy, on behalf of myself, my spouse, children, parents, representatives, estate, heirs, assigns, executors and administrators and/or any other person or entity acting on my behalf (the "**Releasing Parties**"), I agree to release, discharge and hold harmless the Gym Parties from any and all responsibility, liabilities, claims, demands, damages, costs, rights or causes of action, present and future, arising out of any incident, accident, or other occurrence that may result in personal or bodily injury, loss of life, damage to, loss of or theft of property, or any other damages to any person by or through my use of facilities at the Gym or out of my participation in training, classes or anything else organized by or on behalf of the EFL Academy.

Furthermore, I hereby acknowledge and agree the following: (i) EFL Academy makes no claims, promises, or guarantees about the accuracy, completeness, or adequacy of the procedures and instructions provided by any of

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the Gym Parties; (ii) EFL Academy expressly disclaims liability for errors and omissions that I might declare to exist in any information presented by any of the Gym Parties to me; (iii) no liability exists or can be ascribed to EFL Academy in the event of any accident or injury that might occur to me or because of me as a result of improper application or understanding of the instructions, procedures and/or information presented by any of the Gym Parties (whether at the Gym, my home, or any other location); and (iv) no warranties or representations have been made to me regarding the results I will achieve from this program, and I, therefore, understand that results are individual and may vary and that NO refund will be given under any circumstance.

Indemnity and Hold Harmless: I agree to hold harmless, defend and indemnify the Gym Parties from claims, demands, and causes of action (collectively, "**Lawsuits**") that the Releasing Parties or co-participants may have against the Gym Parties arising due to injuries/illness caused by Inherent Risks of any Gym Activity or the ordinary negligence of the Gym Parties through participation in any Gym Activities, use of any Gym equipment, or which occur while on a Gym premises. I understand this means I will compensate the Gym Parties for loss or damage and pay any judgment and costs, including investigation costs, attorney's fees, expert witness fees, and related expenses resulting from any Lawsuit filed by or on behalf of any Releasing Parties.

Photography/Film Waiver: Unless otherwise specified by me, I hereby consent to be videotaped, audio recorded and/or photographed while attending the Gym, and grant EFL Academy the sole right to own, use and modify the images and/or recordings for any and all purposes worldwide, including but not limited to advertisements, marketing, and all commercial purposes and in all forms of media, without any compensation (including royalties) in perpetuity. I waive any right to inspect or approve any images or recordings and waive any rights of ownership to the same.

I acknowledge that I have thoroughly read this Agreement and that I fully understand that its assumption of risk, waiver and release, and indemnity and hold harmless components are a release of liability and that I am giving up substantial rights, including my right to sue for damages in the event of injury, financial loss or death.

By signing this document, I voluntarily agree to its terms and waive any right I or the Releasing Parties might have to bring a legal action or assert a claim against the Gym Parties for their negligence.

NAME _____ DATE _____

SIGNATURE _____

If required,

SIGNATURE of PARENT/GUARDIAN/CARE PROVIDER _____