

RIO GRAPPLING CLUB - WESTCOAST

Oxigym Venues:

Clubhouse Rd, Country Club, Langebaan
7 Cubunco Rd, Vredenburg

RIO GRAPPLING CLUB WEST COAST INDEMNITY FORM

HARMLESS, WAIVE AND RELEASE FOR PARTICIPATION WITH RIO GRAPPLING CLUB WEST COAST, EITHER AT THEIR FACILITIES OR WITH THEIR REPRESENTATIVES / COACHES / AGENTS / MANAGERS AT ANY VENUE / PLACE NOT MENTIONED HERE.

THIS DOCUMENT DOES NOT REMOVE THE STATUTORY OBLIGATIONS OF RIO GRAPPLING CLUB WEST COAST NOR SEEK TO EXCLUDE LITIGATION FOR GROSS NEGLIGENCE. THE INTENT OF THIS DOCUMENT IS TO ENTER INTO AN AGREEMENT BETWEEN THE PARTICIPANT OR THEIR PARENT/ GUARDIAN AND RIO GRAPPLING WEST COAST ACKNOWLEDGING THE RISKS ASSOCIATED WITH PARTICIPATION IN FITNESS AND OR MARTIAL ARTS, WHETHER WITH A COACH / STAFF MEMBER OF RIO GRAPPLING WEST COAST OR BY THE PARTICIPANT SELF ON THEIR OWN OR GROUP ACTIVITIES AND WHERE APPLICABLE, INCLUDES A VOLUNTARY ASSUMPTION OF RISK BY PARTICIPANTS, PARENTS AND LEGAL GUARDIANS.

PARTICIPANT CONSENT, WAIVER AND RELEASE FROM LIABILITY

I acknowledge that participating in activities sanctioned RIO GRAPPLING CLUB WEST COAST involves a risk of personal injury to me and damage to property belonging to others and me. I knowingly and voluntarily agree to the terms and conditions outlined in this Waiver and Release from Liability.

IN EXCHANGE FOR BEING PERMITTED TO PARTICIPATE IN RIO GRAPPLING CLUB WEST COAST PROGRAMS, I AGREE TO THE FOLLOWING:

- I am in good health, have no physical conditions that affect my ability to participate in any sanctioned activity conducted by RIO GRAPPLING CLUB WEST COAST and have not been advised otherwise by a medical practitioner. I understand that providing false information may lead to severe consequence for the participant / parent / family member / friend / legal guardian / guardian.
- I agree that I will immediately advise RIO GRAPPLING CLUB WEST COAST if I observe any unsafe condition with grounds, facilities, video material and instructions.
- I assume all risks associated with my participation including without limitation the risk of any negligence or recklessness by other participants. I understand that there may be risks involved which are not known to me or to RIO GRAPPLING CLUB WEST COAST at this time or at the time of the activities in which I may participate, and agree to assume such unforeseeable risks, INCLUDING BUT NOT LIMITED, serious injury and even Death.
- I agree to indemnify, defend and hold harmless to RIO GRAPPLING CLUB WEST COAST and their employees, agents and volunteers from and against any claims, causes of action, damage, liabilities, fees (including legal fees), costs and expenses incurred by RIO GRAPPLING CLUB WEST COAST as a result of my unlawful actions or failure to act during any activity.
- I agree and undertake to all the times adhere to the rules of the RIO GRAPPLING WEST COAST as well as to safety directions communicated from time to time especially those concerning minors and where legal guardians should assist in complying with the rules and directions.

This Waiver is a legally binding agreement and will be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law. Any provisions found to be unenforceable shall not affect the validity of enforceability of any other provisions, which may be modified by a court having jurisdiction.

RIO GRAPPLING CLUB WEST COAST will not reimburse members who are unable to sustain the full quantity of programmed Fitness session. Specific cases with external complications will be looked at case by case.

CLUB RULES ARE AS FOLLOWS:

No running in the gym or in the parking lot area (especially minors)

All minors must be accompanied by a parent or legal guardian to the class and picked up by a parent or legal guardian after class.

Minors are not allowed to use gym equipment without supervision.

Come with clean feet, short nails and clean hands to class.

Always listen to a coach and adhere to the instructions given.

Respect your coaches and team mates.

Be coachable and always strive to do your best efforts.

Respect the tap and don't hurt your partners.

KINDLY NOTE :

We will from time to time take content for our website, Facebook & Instagram page. Unless communicated otherwise, we are allowed to use the content to promote our business.

You will be held liable for any breakage or damage done to property due to negligence.

Should you not follow the rules and fit in with our club's ethos, you will be asked to leave with proper notice.

I have read this document and I understand that by signing below, I have given up substantial rights, I have voluntary signed this release, without any duress or undue pressure from RIO GRAPPLING CLUB WEST COAST.

NAME + SURNAME OF STUDENT

CONTACT DETAILS OF STUDENT (IF UNDER 18 - PARENT / LEGAL GUARDIAN)

EMAIL ADDRESS (IF UNDER 18 - PARENT / LEGAL GUARDIAN)

Should the participant be under the age of 18 years, a parent or guardian must agree to terms and conditions of a participant in a sanctioned activity of RIO GRAPPLING CLUB WEST COAST contained in this Agreement and assume responsibility for the actions/inaction of the participant.

SIGNATURE OF STUDENT (IF UNDER 18 - PARENT / LEGAL GUARDIAN)

DATE

