

Sudbury Brazilian Jiu-Jitsu and Muay Thai Academy

Student Questionnaire and Waiver

Class Attending : _____

Basic Information:

Your Name: _____

Cell Phone #: _____

Address: _____

Home Phone#: _____

City: _____ Postal Code: _____

Email Address: _____

Emergency Contact: _____ Phone #: _____

Child's Name(s): _____

Questionnaire:

Where did you hear about our Academy?

What are the benefits you wish to achieve through training at our facility?

PLEASE READ CAREFULLY – THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS

I hereby agree and acknowledge:

- a) I have been advised that the martial arts classes at Sudbury BJJ & Muay Thai Academy are taught using precautions to avoid any injuries. However, participation in the classes carries with it certain inherent risks and dangers that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks range from minor injuries such as scratches, bruises, and sprains, to major injuries such as eye injury or loss of sight, joint or back injuries, heart attacks, and concussions, to catastrophic injuries including paralysis and death.
- b) The practice of martial arts presents a risk of skin infections, MRSA, transmittable diseases, bacteria(s) and viruses, including, but not limited to, COVID-19.
- c) I shall not attend classes if I am diagnosed with COVID-19, Influenza, or any other transmissible respiratory or skin infection or if I am in close contact with someone diagnosed with COVID-19. Further, if I am displaying symptoms of COVID-19, or if I am in close contact with someone who

is displaying symptoms of COVID-19, I shall not attend classes. Symptoms of COVID-19 can range from mild illness to pneumonia, including fever, respiratory symptoms such as coughing, sore throat and/or shortness of breath, and other symptoms such as a runny nose, headache, muscle or joint pains, nausea, diarrhoea, vomiting, loss of sense of smell, altered sense of taste, loss of appetite and fatigue. If I am displaying these symptoms when in attendance at classes I acknowledge that I may be asked to leave.

- d) Along with the possibility of personal injury, injury to property is also possible, including but not limited to, possible loss of wages and the ability to earn such wages.

Martial arts training can involve a high and intense level of physical activity. Therefore, you should check with your doctor before you start these classes to ensure that you do not have any health problems or conditions that may make these classes unsafe for you. If during any class you experience a physical problem, including dizziness or shortness of breath you should immediately stop your participation in the class and seek the appropriate medical attention.

If you are aware of any existing health conditions or injuries that will effect your participation in the class please list them below:

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- e) With full knowledge and understanding of the aforementioned risks, both to myself and to my property, and after having these dangers fully explained to myself and/or to my legal guardian: _____ (Name of Legal Guardian if Under 18), I nevertheless desire to participate in martial arts training and activities.
- f) Due to the nature of the activities conducted in martial arts classes, it would be unreasonable for Sudbury BJJ & Muay Thai Academy and/or the respective owners, directors and shareholders, agents and employees to be in any way responsible for my injury (or death) and to the full extent of the law I hereby waive my legal rights of action against and fully release the company for loss, damages, injury or death however arising out of or in relation to my participation in the activities conducted or organised by the company including, without limitation, liability for any negligent or tortious act or omission, breach of duty, breach of contract or breach of statutory duty on the part of the company, its office bearers, directors, employees or agents.
- g) I understand that Sudbury BJJ reserves the right to refuse service to any individual who has been convicted of a sex crime.
- h) I will not video record or photograph any classes/training without prior permission from Sudbury BJJ.
- i) I am also aware that for purposes of safety, security and quality control there are surveillance cameras mounted throughout Sudbury BJJ. Furthermore, I understand and acknowledge that video recording or photographs may be taken of me during classes/training. I hereby grant Sudbury BJJ the unlimited use of my likeness in any format – photo, video, or other – for promotional advertisement or commercial use in any format known or yet to be developed in perpetuity and I forfeit any form of payment.
- j) I agree that if any term of this agreement is to any extent illegal, otherwise invalid, or incapable of being enforced, all other terms shall remain in full force and effect.

- k) No refunds on pre-paid memberships after 10 days. Sudbury BJJ reserves the right to cancel memberships and refuse service if members do not adhere to our policies regarding safety, uniforms and hygiene.

I understand that this agreement supersedes any and all previous oral or written agreements with regards to the practice of martial arts and I give up substantial rights by signing it.

Student Name: _____

Student Signature: _____

Guardian Name: _____

Guardian Signature: _____

(Guardian Signature required if student is less than 18 years old)

Date: _____