

RELEASE OF LIABILITY AND TRAINING AGREEMENT

This Release of Liability and Training Agreement (hereinafter referred to as "AGREEMENT"), is entered into this ____ day of _____, _____, by _____, (hereinafter referred to as "PARTICIPANT"), in consideration of the opportunity of PARITCIPANT to participate in conflict resolution training presented by the RESOLUTION GROUP INTERNATIONAL LLC (RGI) and its management and associates, the owners of any establishment at which the training is to take place, , and all their owners, principals, officers, instructors, staff, agents, representatives, successors, heirs and assigns, (hereinafter referred to collectively as RGI)

PARTICIPANT hereby represents that PARTICIPANT is physically and emotionally fit to engage in conflict resolution instructional training – including, and especially, physical martial arts training. PARTICIPANT also acknowledges that the RGI is under no obligation to require PARTICIPANT to prove PARTICIPANT'S degree of health or fitness.

PARTICIPANT hereby acknowledges that PARTICIPANT understands that the conflict resolution training will include vigorous physical movement on PARTICIPANT'S part, on the part of PARTICIPANT'S training partners, and between PARTICIPANT and PARTICIPANT'S training partners, with and without training equipment; that training will involve bodily contact between PARTICIPANT and PARTICIPANT'S training partners, others and/or training equipment; and that conflict resolution training will expose PARTICIPANT to the risk of bodily injury. PARTICIPANT gives full consent to such contact and activity. PARTICIPANT further acknowledges that by entering into this conflict resolution training, PARTICIPANT will be exposed to a risk of personal injury arising out of the possible negligence, unavoidable accident, or otherwise, due to the very nature of the self defense arts being taught. PARTICIPANT knowingly and willingly assumes all risk of injury, death or other damage involved in or associated with such conflict resolution training and activities, and hereby waives any and all claims whatsoever that PARTICIPANT or anyone acting on PARTICIPANT'S behalf may or could make with respect to such injury, death or damages.

PARTICIPANT hereby acknowledges that PARTICIPANT fully realizes that during the conflict resolution training, PARTICIPANT will at all times have the option of withdrawing from participation in any exercise or technique, and that it is the personal responsibility of PARTICIPANT to decide which exercises or techniques PARTICIPANT will participate in.

PARTICIPANT hereby acknowledges that if, in the sole discretion of the RGI, PARTICIPANT'S conduct, actions or statements while participating in or attending the conflict resolution training are determined to be inappropriate or detrimental to the safety or well-being of other participants, or to the instructors at the conflict resolution training, PARTICIPANT shall willingly comply with the requests by the RGI for PARTICIPANT to remove him/herself and his/her effects from the site of the conflict resolution training immediately. PARTICIPANT acknowledges and agrees that PARTICIPANT will forfeit any prepaid training fees if requested by the RGI to terminate PARTICIPANT'S participation in the conflict resolution training.

By signing this AGREEMENT, it is PARTICIPANT'S stated intention to knowingly assume all risks involved in this conflict resolution training, and to release the RGI from any responsibilities or liability for any injury PARTICIPANT may sustain while participating in or attending the conflict resolution training. PARTICIPANT understands and agrees that the RGI will not be held liable for any injuries, damages, etc., caused by or resulting from PARTICIPANT'S participation in the conflict resolution training. PARTICIPANT hereby covenants not to sue the RGI, waives and releases the RGI from any responsibility, and agrees to indemnify the RGI for any asserted liability for personal injury to PARTICIPANT or damage to PARTICIPANT'S property resulting from PARTICIPANT'S participation in the conflict resolution training.

If PARTICIPANT or his/her agents, representatives, successors, heirs or assigns assert any claim in contravention of this AGREEMENT, PARTICIPANT or his/her agents, representatives, successors, heirs or assigns shall be liable to the RGI for any and all expenses, including, but not limited to, attorneys' fees, incurred by the RGI in defending any such claim, unless the RGI is finally adjudicated to be liable on such claim. PARTICIPANT agrees for him/herself and his/her agents, representatives, successors, heirs and assigns that the terms of this AGREEMENT are contractual in nature and are not mere recitals. This AGREEMENT may not be modified orally. A waiver of any portion of this AGREEMENT shall not be construed as a modification or waiver of any other provision of this AGREEMENT, or as consent by the RGI to any other subsequent waiver or modification. If any provision of this AGREEMENT is found by a Court of competent jurisdiction to be invalid or unenforceable, that provision shall be severed from the AGREEMENT, with the remainder of the AGREEMENT remaining in full force and effect. This release shall be interpreted according to the laws of the State of New Jersey. Only the courts in the State of New Jersey shall have jurisdiction over this release and any controversies arising out of the release. Any controversy arising out of this release shall be submitted only to the courts in the State of New Jersey.

DATED: This ____ day of _____, _____.

PARTICIPANT: _____

PARTICIPANT'S PRINTED NAME: _____

PARENT OR LEGAL GURADIAN: _____

(If PARTICIPANT is under 18 years of age.)

EMAIL: _____

PHONE: _____

STREET ADDRESS _____

CITY, STATE, ZIP _____