

## **TEAM BALANCE COMPETITION DISCLAIMER AND WAIVER**

LET IT BE KNOWN AND UNDERSTOOD TO THE WORLD AND FOR ALL TO SEE, THAT BEFORE ANY PERSON PARTICIPATES AS A VOLUNTEER COMPETITOR OR MEMBER OF TEAM BALANCE, IT IS UNDERSTOOD THAT THE SAID INDIVIDUAL VOLUNTEER, IS COMPETING AS A MEMBER VOLUNTEER, FOR THE PURPOSE OF COLLECTIVE AND MUTUAL SCORING TO BENEFIT ALL MEMBERS AND VOLUNTEERS OF THE TEAM. THE RESULTS OF THE INDIVIDUAL VOLUNTEER COMPETITIONS WILL BE ADDED TO THE COMPETITION RESULTS OF ALL OTHER MEMBER VOLUNTEERS OF TEAM BALANCE THAT PARTICIPATE IN ANY EVENT/COMPETITION, SO AS TO PRODUCE AN OVERALL TEAM SCORE FOR THE PURPOSE OF RANKING AND RECOGNITION OF COLLECTIVE TEAM PARTICIPATION. ALL VOLUNTEERS SHALL SHARE IN THE RESULTS OF ANY COMPETITION, AND SHALL BE RECOGNIZED AS A MEMBER VOLUNTEER OF TEAM BALANCE FOR THE PURPOSE OF AGGREGATE SCORING RESULTS THAT WILL INURE TO THE OVERALL RESULTS AND BENEFIT OF THE TEAM. TEAM BALANCE IS AN ENTITY CREATED SOLELY TO IDENTIFY COLLECTIVELY, VOLUNTEERS WHO PARTICIPATE IN EVENTS/ACTIVITIES THAT WISH TO BE RECOGNIZED AS A TEAM FOR THE PURPOSE OF MUTUAL RECOGNITION AND COMPETITION SCORING RESULTS.

## **VOLUNTEER WAIVER AND RELEASE OF LIABILITY AGREEMENT WITH BALANCE STUDIOS/TEAM BALANCE**

**BALANCE STUDIOS/TEAM BALANCE** (from here on known as **TEAM BALANCE**)

The volunteer hereby freely, voluntarily (*If volunteer is 18 years of age or under, the parent or guardian also agrees to the terms and conditions of this agreement prior to any participation in any competition/event by the volunteer.*), and without duress agrees to this release prior to their participation as a **TEAM BALANCE** volunteer competitor in any competition/event/activity under the following terms:

1. **Release and Waiver.** Volunteer does hereby release and forever discharge and hold harmless **TEAM BALANCE** and its successors and assigns from any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from Volunteer's activities as a competitor under the name of **TEAM BALANCE**. *Volunteer understands that this release discharges TEAM BALANCE from any liability or claim with respect to any bodily injury, personal injury, illness, death or property damage that may result from Volunteer's activities. Volunteer understands that TEAM BALANCE does not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to medical, health, or disability insurance in the event of injury or illness.*

2. **Medical Treatment.** Volunteer does hereby release and forever discharge **TEAM BALANCE** from any claim whatsoever which arises or may hereafter arise on account of any first aid, treatment, or service rendered in connection with the Volunteer's activities with **TEAM BALANCE**.

3. **Assumption of Risk.** The volunteer understands that their activities/competition as a volunteer/member of **TEAM BALANCE** may be hazardous to the Volunteer, including, but not limited to competition in any MMA/GRAPLING/JIU JITSU events/presentations/shows. *Volunteer hereby expressly and specifically assumes the risk of injury or harm and releases TEAM BALANCE from any and all liability.*

**4. Insurance.** The volunteer understands that, **TEAM BALANCE** does not carry or maintain health, medical or disability insurance coverage for any Volunteer. *Each Volunteer is expected and encouraged to obtain their own medical or health insurance.*

**5. Other.** Volunteer expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of Pennsylvania, and that this Release shall be governed by and interpreted in accordance with the laws of Pennsylvania. Volunteer agrees that in the event that any clause or provision of this Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this release which shall continue to be enforceable.

**6. Use of Image.** Photos of volunteer activities are often used in promotional materials. **TEAM BALANCE** will be allowed to use volunteer images unless volunteers submit in writing their objection.

**THIS AGREEMENT, DISCLAIMER AND WAIVER SHALL BE POSTED TO THE WORLD FOR ALL TO SEE, AND TO ALL AFFILIATES THAT MAY HAVE INDIVIDUALS FROM THEIR ORGANIZATIONS/SCHOOLS WHO WILL PARTICIPATE IN ANY COMPETITION/EVENT/ACTIVITY, AND WHO WISH TO BE RECOGNIZED AS A MEMBER VOLUNTEER OF TEAM BALANCE FOR THE PURPOSE OF MUTUAL SCORING RESULTS AND COLLECTIVE RECOGNITION.**

**IT SHALL BE UNDERSTOOD BY ALL, THAT THE ENTITY "TEAM BALANCE" WAS CREATED BY BALANCE STUDIOS FOR THE SOLE AND EXCLUSIVE PURPOSE TO PROVIDE INDIVIDUALS WISHING TO BE RECOGNIZED AS A COLLECTIVE ENTITY FOR THE PURPOSE OF OVERALL SCORING RESULTS OF COMPETITIONS/EVENTS/ACTIVITIES IN THE VENUES OF JIU JITSU/MMA/GRAPPLING COMPETITION.**

**IN NO WAY IS IT IMPLIED OR EXPRESSED THAT THE TERM/ENTITY "TEAM BALANCE" EXISTS FOR ANY OTHER PURPOSE OR REASON OTHER THEN TO PROVIDE A VEHICLE, WHEREBY INDIVIDUALS CAN COLLECTIVELY PARTICIPATE AS A TEAM IN COMPETITIONS, EVENTS, OR ACTIVITIES FOR THE PURPOSE OF HAVING THEIR INDIVIDUAL SCORING RESULTS PLACED AND COUNTED WITH OTHER INDIVIDUALS TO PRODUCE AN OVERALL SCORING RESULT THAT SHALL BE RECOGNIZED AS "TEAM BALANCE".**

