



Art of Boxing Center

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RELEASE & WAIVER OF LIABILITY

I understand that this Release & Waiver of Liability governs all rights and liabilities relating in any way to my receipt of services from any Released Party, as those terms are defined below. I HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THE TERMS BELOW.

Definitions

"Services" shall mean any and all manner of goods and services offered by any Released Party to me. These services, which may take the form of training, consulting, and the like, expressly include but are not limited to; evaluations; conditioning; performance planning; performance training (including strength and conditioning training, speed & quickness training, boxing training, and the like; supplement and nutrition provision; any consultation or advice related to any item in this list; technical and tactical instruction; and any and all other forms of boxing-related and/or conditioning-related training and instruction, including Training.

"Training" shall mean any act, omission, or other activity carried out by me in relation in any way to my receipt of an/or use of services or the related physical facilities and/or in relation in any way to my membership at Atlanta Art of Boxing.

"Released Parties" shall mean Johnny Gant, Johnny Harris, Brenda Gant, the Johnny Gant Foundation, the Johnny Gant Foundation d/b/a/ Atlanta Art of Boxing, and Novare Management, along with, in relation to the previously-listed Released Parties, all of their officers, corporations, affiliated corporations, and subsidiary corporations or business entities.

Terms and Provisions

The risk of injury from participation in sporting events and other strenuous physical activity, including Training, is significant, including the potential for permanent paralysis, other serious or catastrophic injury, and/or death. **I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS** of participation in Training, including, without limitation, risk arising from or relating in any way to the condition of the Atlanta Art of Boxing facilities, equipment and surrounding premises, the actions of persons other than myself, my own actions, and travel to and from training. **I UNDERSTAND THAT THE RELEASED PARTIES MAKE NO WARRANTIES AND** shall in no event be responsible or liable for the defective or dangerous condition of the Training facilities and premises, except to the extent such condition(s) result(s) solely from the gross negligence or intentional acts of a Released Party and could not have been discovered to me in the exercise of reasonable care.

I AGREE THAT THE RELEASED PARTIES SHALL NOT BE LIABLE for any claims, demands, injuries, damages, actions, or causes of actions that arise in whole or in part due to the simple negligence of the Released Parties, or any of them. **FURTHERMORE, I FOREVER RELEASE AND DISCHARGE, AND AGREE TO INDEMNIFY AND HOLD HARMLESS, the Released Parties from any relation to all claims, demands, etc. that arise solely from the gross negligence or intentional acts of a Released Party. I FURTHER WARRANT AND CERTIFY** that I have no health conditions or defects that would prevent me from participating safely in training that I have consulted and been cleared by a medical doctor in relation to such participation, and that I am otherwise sufficiently fit and healthy to so participate.

I UNDERSTAND THAT THE LIABILITY OF A RELEASED PARTY TO ME FOR ANY REASON AND UPON ANY CAUSE OF ACTION SHALL NOT EXCEED THE AMOUNT ACTUALLY PAID BY ME TO ATLANTA ART OF BOXING DURING THE CALENDAR YEAR IMMEDIATELY PRECEDING MY ASSERTION OF SUCH CLAIM. THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION IN THE AGGREGATE, INCLUDING, WITHOUT LIMITATION, TO BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATIONS, AND OTHER TORTS.

If any paragraph, sentence, or clause of this Agreement is adjudged illegal, invalid or unenforceable, the balance of the Agreement shall remain in full force and effect. This Agreement shall be construed and interpreted under Georgia law. Any lawful or claim from or relating in any way to Training, Services, and/or this Agreement shall be brought, if at all, in Fulton County, Georgia.

I have read this Agreement, fully understand its terms, understand that I have given up substantial rights by signing it, sign freely and voluntarily. I acknowledge that I have received valuable consideration in relation to my execution of this Agreement, which I understand to be a prerequisite to my receipt of Services. Finally, I understand that this Agreement shall be of full force and effect as to any and all Services I receive from the Released Parties, without regard to the date or time such Services are rendered. I certify that, if I am under 18 years of age, I have caused my legal guardian to execute this form along with me.

me [Signature] _____ Date _____
Print Name _____
Signature _____
Signature (Required if Member is under 18) _____ Date _____
Parent or Guardian Name _____