

# U.S. MUAY THAI OPEN



## RELEASE FROM LIABILITY

### IMPORTANT:

THIS RELEASE IS A LEGAL CONTRACT BINDING UPON YOU AND THE UNITED STATES MUAY THAI OPEN ("USMTO") AND SIAM FIGHT PRODUCTIONS, LLC ("SIAM"). READ THIS DOCUMENT CAREFULLY AND OBTAIN LEGAL ASSISTANCE IF YOU DO NOT UNDERSTAND IT.

**1. Voluntary Application.** I, the undersigned, acknowledge and state that I have voluntarily applied to compete, or for my child to compete, in a USMTO and Siam sanctioned event.

**2. ASSUMPTION OF RISK.** I AM AWARE AND UNDERSTAND THAT IN GENERAL, FULL CONTACT FIGHTING AND THE TECHNIQUES AND METHODS USED IN THIS SPORTING IS INHERENTLY DANGEROUS AND HAZARDOUS ACTIVITY I AM VOLUNTARILY, AND OF MY OWN FREE WILL SUBMITTING AN APPLICATION FOR ME OR MY CHILD TO COMPETE IN THIS EVENT WITH FULL KNOWLEDGE AND UNDERSTANDING OF THE HAZARDS INVOLVED. I HEREBY CONSENT AND AGREE TO COMPLETELY ACCEPT ANY AND ALL RISKS OF INJURY OR DEATH, AND I VERIFY AND CONFIRM THIS STATEMENT BY MY SIGNATURE ON THIS FORM.

**3. Release.** In consideration for (a) me or my child being accepted as a competitor of the USMTO (b) being entitled to participate in activities conducted and hosted by USMTO and Siam (c) being permitted to use facilities and equipment, whether owned or leased by USMTO, Siam or a third party, I hereby agree that I, my heirs, distributees, guardians, successors in interest and legal representatives (collectively referred to as "Releasor") will not make a claim or file an action or suit against, sue, or attach the property of (a) USMTO and Siam, and/or any of its affiliated promoters and organizations, and/or the directors, officers, employees, agents or managers of the USMTO and Siam, or any of its affiliated promoters and organizations, and (b) any or all manufacturers, distributors, wholesalers, suppliers, and/or retailers or lessees of the facilities and equipment I will use in connection with any, and all activities conducted and/or sponsored by USMTO and Siam (collectively referred to as the "suppliers"; USMTO, Siam, and the Suppliers shall collectively be referred to as "Releases"), for damages, injury, emotional distress claims, bodily injury claims, and punitive damages, whether known or unknown, foreseen or not, due to or resulting from the acts, conduct, negligence, or misfeasance of, or omissions or failures to act by the Releases, or any of them.

**4. Application of Arizona Law.** In further consideration of (a) me or my child being accepted as a competitor in the USMTO (b) being entitled to participate in activities conducted and sponsored by USMTO and Siam, and (c) being permitted to use facilities and equipment, whether owned or leased by the USMTO and Siam, I hereby agree that this Release from Liability shall be interpreted under and construed in accordance with Arizona law only, without the benefit of and fully disregarding all Arizona conflicts of laws provisions, so that any and all disputes, contentions, disagreements or controversies arising from or related to (a) this Release from Liability, (b) the application for acceptance into the USMTO, or (c) my participation in any and all activities conducted or sponsored by USMTO and Siam, shall be interpreted under and in accordance with only Arizona law regardless of my domicile or residency; and that the only court in which an action or suit may be brought in connection with the foregoing shall be the court of original jurisdiction of the State of Arizona situation in the County of Maricopa. Further, I waive any right I may have to assert the doctrine of forum non conveniens or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this Release, and I stipulate that the Arizona courts shall have in personam jurisdiction and venue over me for the purpose of litigation any dispute, controversy, or proceeding arising out of or related to this Release.

**5. Health Advisory and Consent.** I hereby acknowledge and understand that participating in this event involves extremely strenuous physical activity and heavy physical contact, and that I have been advised to consult a physician before I or my child commence and undertake such activity. I hereby represent that, to the best of my knowledge, I am or my child is in good physical health and condition, sufficient to undertake this dangerous and hazardous competition. I authorize a duly appointed representative of the USMTO or Siam, to administer emergency medical treatment to me or my child during my participation in a USMTO or Siam sanctioned event. I acknowledge that any fees associated with said medical treatment will be billed to the patient, subject to the terms and conditions of the supplemental athlete medical insurance coverage provided to the patient by the USMTO or Siam.

**6. Knowing and Voluntary Execution.** I hereby declare that I have read this Release from Liability, and that I fully understand the meaning and importance of its contents. I acknowledge that this Release is a binding contract among USMTO and Siam, the Suppliers, me and my child, and that under this contract, I am releasing USMTO and Siam from all liability for claims I may have against them. I further declare and represent that I am at least 18 years of age, that I have full legal capacity to be bound by this contract, and that I am signing this contract of my own free will and accord or I am the parent or duly appointed guardian of a child competitor that is less than 18 years of age.

**7. Photo Release.** I hereby consent to the photographic or video reproduction of my or my child's image or likeness used by the USMTO and Siam, in but not limited to, electronic and printed promotional materials, website, video, and other broadcast media. Furthermore, I understand that use of my or my child's image can occur without any further notification or consent and I will not seek any financial compensation.

**8. Medical Insurance.** I hereby acknowledge and understand that I have been advised to have adequate medical insurance for me or my child that is fully in effect at the time of competition. I further acknowledge and understand that should accident medical insurance be provided by USMTO and Siam, the deductible and/or co-pay of said insurance will be my sole responsibility, and also that said policy is a secondary policy, if I have my own medical insurance.

**9. Anti-doping.** I hereby consent to drug testing and agree to abide by the International Federation of Muaythai Amateur (IFMA) anti-doping rules.

10. Print Name \_\_\_\_\_ Signature (18+ Adults Only) \_\_\_\_\_

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## RELEASE FROM LIABILITY

### PARENT/GUARDIAN RELEASE Parents/guardians must fill out this section

**Instructions:** initial and sign this form in the appropriate areas **IN THE PRESENCE OF A NOTARY** then submit the **original copy** to tournament officials upon check-in at the venue. Parents/guardians who accompany their child/minor to the tournament may sign this for in the presence of tournament officials in lieu of a notary's stamp. **Complete a separate release form for each child/minor.**

I am the parent or legal guardian of the below named child and I have read this agreement (Initial Here ) \_\_\_\_\_. I fully understand the contents, meaning, and impact of the Release of Liability and I have explained it to my child, and they understand it. I understand that I am free to address any specific questions regarding this agreement by submitting those questions in writing prior to signing, and I agree that my failure to do so will be interpreted as a free and knowledgeable acceptance of the terms of the Release of Liability (Initial Here ) \_\_\_\_\_.

Minor's Full Legal Name: \_\_\_\_\_

\*\*\*\*\*SIGN IN THE PRESENCE OF A NOTARY\*\*\*\*\*

Parent or Legal Guardian's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Parent/Guardian's printed name: \_\_\_\_\_

Parent/Guardian's Telephone number: \_\_\_\_\_

Notary Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Notary printed name: \_\_\_\_\_

Notary Telephone number: \_\_\_\_\_

Notary Stamp: