



# Iron Gate Exhibition

## **Informed Consent to Participate at Iron Gate Exhibition (“IGX”); Express Assumption of Risk; & Waiver and Release of Liability Agreement (“Agreement”).**

I, \_\_\_\_\_(please print name) intend to be legally bound and do hereby agree to be legally bound for myself and for all heirs and successors in interest I may have, by this Agreement.

### **I. AWARENESS OF THE RISKS**

In consideration of my participation at Iron Gate Exhibition and all associated events, including but not limited to lectures, presentations, classes, demonstrations, free- practice, free-play and tournaments (hereafter “IGX”), I acknowledge that I am aware of the risks, dangers and hazards associated with my participation at IGX, including the risk of severe or fatal physical injury to myself or others. I know that these risks include but are not limited to the following:

- 1. Bruises, contusions, lacerations, strains, sprains;**
- 2. Elbow and knee injuries, shoulder injuries, hand and finger injuries, rib injuries;**
- 3. Eye injuries, blindness, broken jaw, loss of teeth, internal injuries, broken or fractured bones;**
- 4. Back and neck injuries, penetrating wounds to the vital organs, spinal injuries, partial or total paralysis, or death.**

In choosing to participate at IGX, I knowingly, willingly and expressly assume the risks listed above and all other risks, choose freely and with knowledge of the possible consequences to expose myself to the risks listed above and all other risks, and agree to take full responsibility for protecting myself from the risks listed above and all other risks as best I can, by training safely, with care and consideration for my training partners, and by wearing appropriate protective clothing.

**I know, understand and acknowledge however, that even if I take all reasonable precautions to protect myself, I may still be injured when participating at IGX, because I understand that I am practicing a martial art which includes the use of weapons, and which is inherently dangerous, and I may be injured either by the negligence of myself or the negligence of others attending or present at IGX.**

## **II. PRE-EXISTING INJURIES OR HEALTH CONDITIONS**

### **UNKNOWN PRE-EXISTING CONDITIONS**

I understand that participating at IGX will require me to be in good physical condition. In signing below I certify that to the best of my knowledge I am physically and mentally competent and capable of participating in this activity and will further hold IGX, as well as its instructors and agents, including but not limited to, all invitees of Danvers Indoor Sports, and/or its owners, officers, officials, employees, agents, INDEPENDENT CONTRACTORS, signatories to other releases in this form, Schola Saint George Ltd., Inc., and its officers, members, employees, affiliates, subsidiaries, attorneys, successors and assigns, any other participants, sponsors, advertisers, and if applicable, owners and lessors of premises used to conduct a program or event (collectively referred to as, the "IGX RELEASEES") or others, harmless, and promise not to make any claim against them, or sue them, for any exacerbation of any as yet unknown pre-existing physical defect, injury, illness or medical condition that I may currently have, even if it is later discovered.

### **KNOWN PRE-EXISTING CONDITIONS**

I take full responsibility for any physical defect, injury, illness or medical condition that I am currently aware that I have. I understand that participating at IGX may be detrimental to any physical defect, injury, illness or medical condition that I have, and I choose nevertheless to participate at IGX. In so choosing, I promise not to make any claim against the IGX Releasees (as defined above), or to sue them, for any exacerbation of any known pre-existing physical defect, injury, illness or medical condition that I have.

I understand that if I have any known pre-existing physical defect, injury, illness or medical condition that might be exacerbated by attending and participating at IGX, the IGX Releasees (as defined above), expressly advise me not to participate at IGX without my doctor's advice and approval.

If I have any known pre-existing physical defect, injury, illness or medical condition, then participating at IGX I have either:

- sought medical advice from my doctor and been given my doctor's approval to participate; or
- sought medical advice from my doctor and been advised against participation, but have freely chosen to disregard my doctor's advice, in which case I accept full responsibility for any problems which might arise when I participate at IGX against my doctor's orders; or
- I have freely chosen not to seek medical advice from my doctor, in which case I accept full responsibility for any problems which might arise when I participate at IGX without consulting my doctor about my medical condition.

## **III. THE USE OF MARTIAL TECHNIQUES OUTSIDE IGX**

I understand that IGX reflects a study of Western Martial Arts ("WMA") and/or Historical European Martial Arts ("HEMA") weapon and grappling martial arts for the purposes of historical research, study of cultural heritage, character development and recreation, and that IGX and its representatives in no way advocate that I should seek violent confrontations when not at IGX, nor use any of the skills or techniques I learn at IGX when not at IGX. In fact, I understand that IGX expressly admonishes me NOT to use any of the skills or techniques I learn at IGX when not at IGX.

I hereby agree to hold myself exclusively responsible for the moral, ethical and legal repercussions of using any WMA or HEMA skills, techniques or weapon when not at IGX, and I hereby waive the IGX Releasees (as defined above), of any liability, and agree to hold harmless, indemnify and defend the IGX Releasees (as defined above) from any accusation of liability for my actions or omissions away from IGX, including going to or coming from IGX. I promise not to claim or cross-claim against, or sue the IGX Releasees (as

defined above), should I be injured or injure others by using any of the skills or techniques I learn at IGX when not at IGX.

#### **IV. SAFETY**

I acknowledge that the IGX prioritizes safety in its training, and that if I am uncomfortable with any situation or individual that I may immediately state so, and that it is my right to remove myself from the situation immediately and that I am encouraged to do so. I also acknowledge that if I act negligently, recklessly, or unsafely WHILE PARTICIPATING AT IGX, I am fully and solely responsible for those actions, and I hereby waive the IGX Releasees (as defined above), of any liability, and agree to hold harmless, indemnify and defend IGX from any accusation of liability for my actions or omissions during IGX. I further acknowledge and agree that if I am deemed by IGX representatives to be acting unsafely during IGX, SSG or any of its instructors or agents has the absolute right to request that I end my participation at IGX, and/or leave IGX.

Based upon the above:

I hereby expressly and knowingly waive any claims or cross-claims against the IGX Releasees (as defined above) should I be injured while participating at IGX, regardless of how I am injured or who injures me; in addition I promise not to sue the IGX Releasees (as defined above), should I be injured while participating at IGX, regardless of how I am injured or who injures me; I hereby expressly and knowingly waive any claims or cross-claims against the IGX Releasees (as defined above) should I injure another person while participating at IGX; in addition I hereby promise not to make any claim or cross-claim against, or sue, the IGX Releasees (as defined above), should I injure another person while participating at IGX; I hereby expressly and knowingly agree to hold harmless and indemnify and defend the IGX Releasees (as defined above), for and against any claims or cross-claims for damages, injuries or losses or damages of any kind (physical, medical and/or economic) suffered by me while participating at IGX due to any acts, omissions or negligence by myself, other students, or any IGX instructor, agent or representative; in addition I hereby promise not to make any claim or cross-claim against, or sue, the IGX Releasees (as defined above), should I be injured while participating at IGX, regardless of how I am injured or who injures me. Further, I hereby expressly and knowingly agree to hold harmless and indemnify and defend the IGX Releasees (as defined above), against any claims or cross-claims made against me for injuries I cause to others while participating at IGX, due to any acts, omissions or negligence by me, regardless of how the injury occurs.

I further acknowledge that in consideration for my participation at IGX, this Agreement shall not expire and shall be considered effective in perpetuity, and shall apply to all injuries known or unknown to me suffered by me while participating at IGX, regardless of when I discover them, and shall also apply to all injuries known or unknown caused to another by me while participating at IGX, regardless of when the injured parties discover these injuries.

#### **V. MISC**

I expressly agree that this Agreement is intended in good faith to be as broad and inclusive in its scope as is permitted by the law of the Commonwealth of Massachusetts, and that if any portion or term of this agreement is ultimately held by a Massachusetts court to be legally non-binding or invalid, I agree that all of the other portions or terms shall not be invalidated but shall remain in force.

I expressly agree that any dispute over the contents of this Agreement, its legal application and/or its legal consequences shall be heard in the state courts of Massachusetts and Massachusetts state law shall be the applicable law. In such an event I expressly agree that each party shall be responsible for its own court costs and attorney fees, and neither party shall be entitled to recover court costs or attorney fees from the other, regardless of the outcome of any litigation.

I have been advised to read this Agreement and ask any questions if there is anything in it that I do not understand. I certify that I have read this Agreement and I understand all that is expressed in this Agreement, and I certify that I am of sound judgment, and legally competent to sign, and be legally bound by, this Agreement. Additionally, I certify that I am eighteen years of age or older, or a legally emancipated adult.

\_\_\_\_\_  
Signature of participant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print name of participant

\_\_\_\_\_  
For Iron Gate Exhibition - Print name

\_\_\_\_\_  
Date

\_\_\_\_\_  
For Iron Gate Exhibition - Sign name

**OR**

**PARENTAL PERMISSION FOR A MINOR TO PARTICIPATE**

\_\_\_\_\_  
Print name of minor participant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print name of parent or legal guardian granting permission for the minor

\_\_\_\_\_  
Sign name of parent or legal guardian granting permission for the minor

\_\_\_\_\_  
For Iron Gate Exhibition - Print name

\_\_\_\_\_  
Date

\_\_\_\_\_  
For Iron Gate Exhibition - Sign name

## Media Waiver and Release Form

At the IGX event that I am attending, I understand that IGX may record photographs, audio, videos, and/or DVDs of the event, for various purposes, including promotional, advertising, educational, research and/or archival purposes.

I understand that during this event photographs, audio, videos and/or DVD may be recorded of me and/or my voice, or I or my voice may be incidentally included in photographs, audio, videos and/or DVD taken at this event. I fully understand that this may occur, and I give my full permission for images of me or recordings of my voice to be recorded in any media, including but not limited to photographs, audio, videos and/or DVD.

I therefore grant IGX and its agents, employees and/or representatives the right, in perpetuity, to use and publish any and all photographs, audio, video, DVD or any other recording in any media, consisting of images or film of me, or recordings of my voice, or images or film in which I may be included, or recordings of the voices of others, during which recording my voice may be included, for purposes of promotion, education, and advertising, research and archival storage as authorized by IGX and its agents, employees and/or representatives, in formats including but not limited to publication, display or broadcast on or in internet websites, the internet generally, publications, books, magazines, TV, radio, film, DVD or any broadcast media.

Further, I hereby grant IGX and its agents, employees and/or representatives the right, in perpetuity, to license to other persons, organizations and/or entities these same photographs, audio, video, DVD or any other recording in any media, consisting of images or film of me, or recordings of my voice, or images or film in which I may be included, or recordings of the voices of others, during which recording my voice may be incidentally included, for any purpose specified by this agreement.

This grant includes the right to modify and/or retouch the images or sound for the purposes of improved clarity, or to arrange or rearrange them at the discretion of IGX and its agents, employees and/or representatives, provided no substantial alteration of statements or views expressed by me, express or implied, is enacted thereby, and no harvesting of my likeness, voice or images of me is performed for the purpose of artificial audio or video generation - including, but not limited to "AI" and or "deepfake" material creation. I understand that the circulation of such materials may be worldwide and that there will be no compensation or royalties due to me for this use.

Furthermore, I understand that I will not be given the opportunity to inspect or approve the finished products that may be used in connection with the above, and that no further permission from me will be required by IGX and its agents, employees and/or representatives, other than this Release, which I now knowingly and willingly sign. I fully understand that this release does not expire, nor is there any geographic limitation on where these materials may be distributed.

By registering, I acknowledge that I have completely read and fully understand the above release and agree to be bound thereby in perpetuity. I hereby release any and all claims against any person or organization utilizing this material for any of the purposes described above.