



· Three Rivers Defense ·

Acknowledgement of Risk, Waiver, and Release - Read carefully before signing

1. In consideration of the opportunity to participate in training and any related activities offered by Brigitte Schulze Martinez (herein “Brigitte”), doing business as Three Rivers Defense, or provided by any of Brigitte’s co-facilitators or assistants, at the Three Rivers Defense studio, at other locations, or online, whether offered for free or for a fee, (hereafter, collectively Training) I, the undersigned participant, hereby knowingly and voluntarily assume all risks and dangers, and, except as expressly provided for herein, release Brigitte, her co-facilitators and assistants, and all of Brigitte’s contracting service- or facility-providers, from any and all liabilities associated with my participation in such Training, and I hereby agree as follows and freely and knowingly sign this agreement:
2. **Acknowledgment of Risk:** I am fully aware, and I fully understand, acknowledge, and agree that any Training provided by Three Rivers Defense presents certain inherent risks and dangers, including physical personal injury and/or death, and/or mental, emotional, and/or economic personal and/or property injury and/or loss. As a condition of my being permitted to participate in any such Training, I agree to assume any and all risks of damage, loss, injury, and/or death arising from or related in any way to such Training to the fullest extent permitted by Montana and any other applicable law.
3. **Representation regarding participation:** I am physically, mentally, and emotionally fit to participate in any part of the Training that I choose to participate in. I consulted with my physician and/or other professionals as I deemed necessary or advisable before enrolling for this Training. My participation is strictly voluntary. I understand that Brigitte does not determine my fitness level or ability to participate in any Training or activities. I agree to limit my participation as appropriate for my physical, mental, and emotional fitness and abilities. I acknowledge that no advice provided in the training is legal, nutritional, medical, therapeutic, or other advice, provided by otherwise licensed or certified professionals.
4. **Release:** I hereby agree to hold harmless, indemnify, release, and discharge Brigitte, d/b/a as Three Rivers Defense, and all of her co-facilitators, assistants, agents, employees, successors, tenants, contractors, lessors, and facility owners, and their successors and assigns, from any and all liability, demands, actions in law or equity, damages, costs, and/or losses, including but not limited to attorneys’ fees and all other litigation related costs and fees, for any and all injury, damages, and/or loss that I may incur as a result of or in any way connected with my participation in any such Training and/or using any strategies or techniques conveyed or learned therein, except that this Release shall not apply to damages or losses proximately caused by the willful acts or negligence by Brigitte or her agents while acting within the scope of their duties or as otherwise prohibited by applicable law. This release shall be binding on all of my successors in interest, including but not limited to heirs and assigns.
5. **Legally Binding Agreement:** I agree, for myself, my successors, and assigns that the above representations are legally binding and not mere recitals, and that if I or my successors or assigns should breach this agreement, I, my successor or assigns, shall be liable for the expenses incurred by the other party, including but not limited to attorneys’ fees and costs, in defending against such claims, unless the other party is finally adjudged liable for such claims by a court of competent jurisdiction. If the participant is under 18, the undersigned warrants that she/he has the authority to sign this document.

Special Offers/Discounts/Announcements: I agree to have my email address added to your mailing list. Yes: _____ No: _____

Media Release: I give Brigitte and Three Rivers Defense permission to use, reprint, and reproduce any audio, video, or other photographic recordings taken of the participant during Training. These images may be used in promotional materials such as websites, Email, blogs, online newsletters, other social media, and other video, audio, or print advertising. I authorize the use of my images, likeness, and voice for all program promotion and educational materials for purposes deemed appropriate by Brigitte Schulze. I hereby agree to release, indemnify, and hold harmless Brigitte and her agents from any liability, claims, and/or damages arising from or relating to any such use of my images, likeness or voice, including but not limited to misuses, blurring, distortion, alteration, or optical illusion, use in composite form or other use, that may occur or be produced in its taking, processing, production, or copying of the finished product, or its distribution or publication.

I HAVE CAREFULLY READ AND UNDERSTAND THIS RELEASE FORM. I UNDERSTAND THAT I GIVE UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND I SIGN IT VOLUNTARILY, AFTER HAVING HAD AN OPPORTUNITY TO REVIEW IT AND ASK ANY QUESTIONS I MIGHT HAVE.

Signature of Participant or Parent/Guardian: _____ Date: _____

Printed Name of Participant and Parent/Guardian: _____

Phone: _____ Email: _____

Emergency contact (Name, relationship, phone): _____