

ROLL DE BONES LLC (d/b/a INVICTUS KRAV MAGA)

ASSUMPTION OF RISK, RELEASE, AND INDEMNIFICATION AGREEMENT

THIS AGREEMENT LIMITS THE LIABILITY OF ROLL DE BONES LLC (d/b/a INVICTUS KRAV MAGA... THE "COMPANY"), AND NEMETH CONSULTING GROUP (THE "LEASOR"). **PLEASE READ IT CAREFULLY.**

In consideration for permission to enter and/or use the COMPANY's property, buildings and ranges, located at 12234 Poway Rd, Suite 200, Poway, CA 92064 (the "PROPERTY"), the undersigned ("RELEASOR") agrees to the following:

1. RELEASOR acknowledges that the COMPANY leases the property from the LEASOR. RELEASOR further acknowledges that the PROPERTY may contain hazards, such as uneven ground, slippery surface areas, etc. RELEASOR agrees that the COMPANY and the LEASOR do not warrant that the PROPERTY, or any part of it, is free from hazards, and have not agreed to protect RELEASOR for hazards or potential hazards. RELEASOR assumes all risks of RELEASOR'S visit to and use of the PROPERTY, including, but not limited to, the risk of physical injury, emotional injury, property damage, property loss and death.
2. RELEASOR also assumes all risks associated with any activities that the RELEASOR may participate in, or observe at the PROPERTY, including, but not limited to, risks inherent in shooting firearms. RELEASOR acknowledges that participating in or observing such activities can be potentially hazardous, including the risk of serious bodily injury, emotional injury, property damage, property loss, or death.
3. RELEASOR releases the COMPANY (its Board of Directors, officers, members, consultants, advisors, employees and agents as the same may be constituted now and from time to time in the future) and the LEASOR from any and all liability for death, physical injury, emotional injury, property damage or property loss arising out of or related to RELEASOR's use of, or visits to the PROPERTY, even if caused or contributed to by the negligence or gross negligence of the COMPANY and/or the LEASOR. RELEASOR understands and agrees that the scope of this release is intended to be as broad and all-encompassing as allowed under California law.
4. RELEASOR agrees to defend and indemnify the COMPANY and the PROPERTY from any and all causes of action, claims, liability, damages, attorney's fees, costs, and expenses brought against or incurred by the COMPANY and/or the PROPERTY, related to or arising out of RELEASOR's visit to or use of the PROPERTY, even if such cause of action, claim, liability, damage, attorney's fees, costs, or expenses arises from, or is caused or contributed to by the negligence or gross negligence of the COMPANY and/or the LEASOR.
5. This Agreement shall apply to all of RELEASOR's use of and visits to the Property after RELEASOR's execution of this Agreement, or in the case of a minor, after RELEASOR's parent or guardian executes the Agreement, unless it is expressly superseded by a later written Agreement required by the COMPANY.
6. This Agreement shall be interpreted and enforced under California law. Any litigation concerning the interpretation or enforcement of this Agreement shall be brought in the San Diego County Superior Court. The prevailing party in any such litigation shall recover his, her, or its reasonable attorney's fees and costs, in addition to any other remedies available under law or equity.
7. If any provision of this Agreement is determined to be unenforceable by a Court of competent jurisdiction, that provision shall be deemed severed from the Agreement, and the remaining terms shall continue in full force and effect.
8. RELEASOR acknowledges that this Agreement is the complete agreement between RELEASOR, the COMPANY and the PROPERTY concerning the subject matter of the Agreement. RELEASOR is not relying on any prior oral or written representations or agreements with the COMPANY or the PROPERTY regarding RELEASOR's assumptions of risk, release of liability, or indemnity obligations concerning RELEASOR's us of or visits to the Property.
9. If RELEASOR is a minor, or is otherwise under the supervision of a custodian or guardian, the RELEASOR's parent or duly authorized custodian or guardian shall sign this Agreement on RELEASOR's behalf.

I HAVE READ AND UNDERSTOOD THIS AGREEMENT AND AGREE TO BE BOUND BY THEIR TERMS BY MY SIGNATURE BELOW.

Printed Name

Signature

Date