

## **TERMS OF USE AND WARNING**

### **HIGH RISK ACTIVITY**

Products sold by Ludus Materials Ltd. (“**Ludus**”, and the “**Products**”, as applicable) used in martial arts activities, physical trainings, competitions, tournaments and demonstrations (collectively – “**High Risk Activities**”). Participation in any of these activities is a high-risk sports activity. You participate in any of these activities at your own risk. By using the Products, you agree to consult with your personal physician before participating in any of these high-risk activities. Read, understand, and follow specific warnings and instructions on Products and in product literature or inserts before using the Products.

### **ASSUMPTION OF THE RISK**

By buying, using, providing, or allowing the use of the Products, you understand and agree that martial arts, mixed martial arts, weight training, kick-boxing, and demonstration are high risk activities and, to the extent permitted by law, YOU EXPRESSLY AND VOLUNTARILY ASSUME THE RISK OF DEATH OR OTHER PERSONAL INJURY SUSTAINED WHILE PARTICIPATING IN SUCH ACTIVITIES WHETHER OR NOT CAUSED BY THE NEGLIGENCE OR OTHER FAULT of Ludus including but not limited to equipment malfunction from whatever cause, or any other fault of Ludus. Additionally, you agree to indemnify, defend and hold Ludus harmless from any third party claims arising from such High Risk Activities or any Product.

### **DUTY OF COACHES, TRAINERS, GYMS TO INFORM OTHERS OF THESE TERMS AND WARNING**

Before you allow others to use a Product you agree that (a) you will require that they (or their legal guardian if they are minors) read, understand, and agree to these Terms of Use and Warning, (b) you believe they (or their guardian) understand that they are participating in a high-risk activity and assume the risk of death or other personal injury, and (c) you agree to indemnify, defend, and hold Ludus harmless from any claims made by them arising from their use of the Products.

### **WARNING**

Use and misuse of the Products, involves serious risks including injury, disability and death. Purchasers, users and participants assume all risk of injury. Ludus cannot and will not be responsible for the misuse or unauthorized and improper use of the Products.

### **INSPECT BEFORE EACH USE**

Each Product must be inspected for use to ensure it has not been damaged. Do not use damaged Product.