



RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

Student Name _____

Home Phone _____ Cell Phone _____

Date of Birth _____ Email _____

Address _____

City/Town _____ State _____ Zip _____

AUTHORITY TO TREAT

I, the undersigned, give the instructors, staff and responsible persons the power to authorize medical or other treatment of the above named person under "Student Name," subject to the limitations listed below, if any. If I am not the person so named, I am the parent, guardian or adult responsible for the person named, and I have the legal right to grant this power. Treatment may be made without regard to whether I or any other parent, guardian or adult responsible has been contacted or has consented to the specific treatment, provided it does not conflict with the limitations listed below. Instructors, students or others may have some skills in first aid, CPR, and, at their discretion I authorize them to use those skills and techniques to assist in any circumstance in which they judge their skills would be necessary or helpful. This authority begins on the date signed below.

Injuries or information of medical significance _____

Signature _____ Date _____

ASSUMPTION OF RESPONSIBILITIES AND RISK

Safety is not the sole responsibility of instructors and staff. Everyone in class is responsible for their own safety and the safety of those around them. Martial arts' training is a potentially dangerous activity. Injuries including bruises, scrapes and soreness are commonplace in martial arts training. More severe injuries including broken bones, torn ligaments and injuries of similar magnitude although infrequent may occur. There remains, despite safety precautions, the possibility of crippling or death, though this is certainly not expected in this class or event. I understand the above risks involved with a martial arts class and I (my child) assume all responsibility for myself (my child's) safety.

Initials _____

NOTICE OF PHYSICAL CONTACT

Complete martial arts training involves a wide variety of skills including kicks, strikes, blocks, throws, falls, joint locks and grabs. While practicing these skills, a student may have contact with any portion of the body including chest, groin and buttocks. Training may include contact between male and female, adult and minor students and instructors. I understand the nature of physical contact in martial arts training. I understand that I have the right and responsibility to immediately withdraw from any training exercise, martial arts technique or drill in which conduct of any party seems beyond the scope of training or makes me or my child uncomfortable. I agree to abide by the school etiquette in all matters pertaining to training, and I shall not in any way conduct myself inappropriately or take advantage of the contact that martial arts training allows.

Initials _____

INDEMNIFICATION BY PARENTS (Parents / Legal Guardians Enrolling Minor Child)

I agree not bring any claim or suit against the school, instructors, staff, guests, students, landlord, or any other parties on behalf of my child for any injury or harm sustained by any event short of a criminal act, and then only the criminal shall be subject of such a claim. I further agree that I will not cause to be brought, nor encourage a claim or suit. I also agree not to cooperate in the bringing of such a suit or claim except insofar as I may be legally required to do so. Finally, I shall indemnify the school, instructors, staff, guests, students, and any and all additional defendants covered by this agreement for judgments, costs, attorney fees and other expenses incurred as a result of a breach of this agreement.

Initials _____

RELEASE, WAIVER AND COVENANT NOT TO SUE

As a condition of participation in this martial arts program, one that is sponsored by a town, Park & Recreation commission, Recreation Commission, USA Martial Arts, LLC and/or TAO, LLC, I RELEASE, WAIVE, DISCHARGE AND COVENANT NOT T O SUE Douglas F. Wilke, Karen M. Wilke, TAO LLC, USA Martial Arts, LLC or any of its instructors or supervisors. I (my child) am/is in good health and able to participate in this martial arts program or event. I declare that in the event of injury I have adequate medical coverage and will hold Douglas F. Wilke, Karen M. Wilke, TAO LLC, or USA Martial Arts LLC harmless from any claims of injury or death whatsoever.

Initials _____

SEVERABILITY

If any clause, sentence, phrase or statement is found unenforceable or invalid by any Court of law, the remainder of the document shall remain valid enforceable and the invalid clause, sentence, phrase or statement shall be considered struck from the document.

DURABILITY

This document is effective from the date signed with no expiration. Furthermore, the terms of this document are retroactive to the beginning of training and visiting the school if the document was signed after that date.

I have read this release and waiver of liability, assumption of risk and indemnity agreement, fully understand its terms, understand that I have given up substantial rights by signing it freely and voluntarily without any inducement, assurance, or guarantee being made to me and intend my signature to be complete and unconditional release of all liability to the greatest extent allowed by law.

Student Signature _____ Date _____

Print Name _____

Parent / Legal Guardian Signature _____ Date _____

Print Name _____

Witness Signature _____ Date _____