

## **Release and Waiver of Liability and Indemnity Agreement (Read Carefully Before Signing)**

In consideration of being permitted to participate in any way in KSMY Martial Arts' program(s) indicated below and/or being permitted to enter for any purpose any restricted area (herein defined as any area where admittance to the general public is prohibited), the adult participant or parent(s) and/or legal guardian(s) of the minor participant named below agree:

### **ASSUMPTION OF RISK**

1. That prior to participating in KSMY Martial Arts' program(s) or event(s), the participant should inspect the facilities and equipment to be used, and if he or she believes anything is unsafe, the participant should immediately advise KSMY Martial Arts staff member of such condition and refuse to participate. I/We understand and agree that, if at any time, the participant feels anything to be UNSAFE; the participant will immediately take all precautions to avoid the unsafe area and REFUSE TO PARTICIPATE further. If signing as the parent(s) and/or legal guardian(s) of the minor participant, I will inform the minor participant of the terms of this provision.
2. I/We fully understand and acknowledge that:
  - a. There are risks and dangers associated with participation in martial arts events and activities which could result in bodily injury partial and/or total disability, paralysis and death.
  - b. The social and economic losses and/or damages, which could result from these risks and dangers described above, could be severe.
  - c. These risks and dangers may be caused by the action, inaction or negligence of the participant or the action, inaction or negligence of others, including, but not limited to, the Releasees named below.
  - d. There may be other risks not known to us or are not reasonably foreseeable at this time.
3. I/WE accept and assume such risks and responsibility for the losses and/or damages following such injury, disability, paralysis or death, however caused and whether caused in whole or in part by the negligence of the Releasees named below.
4. I/WE give KSMY Martial Arts and its staff members permission to administer first aid or to call for emergency assistance should the participant be injured. Any treatment received from KSMY Martial Arts staff members will be first aid only. Participant will be solely responsible for any costs or fees related to either the administration of first aid or a call for emergency assistance.
5. I/We HEREBY RELEASE, WAIVE, AND COVENANT NOT TO SUE KSMY Martial Arts, including its owners, managers, staff members, promoters, lessees of premises used to conduct KSMY Martial Arts program(s) or event(s), premises and event inspectors, underwriters, consultants and others who give recommendations, directions or instructions to engage in risk evaluation or loss control activities regarding KSMY Martial Arts programs or events held at such facility and each of them, their directors, officers, agents, employees, all for the purpose herein referred to as "Releasee" from all liability to the undersigned, my/our personal representatives, assigns, executors, heirs and next to kin for any and all claims, demands, losses or damages and any claims or demands therefore on account of any injury, including but not limited to the death of the participant or damage to property, arising out of or relating to the events(s) caused alleged to be caused in whole or in part by the negligence of the Releasee or otherwise.

6. I/We HEREBY acknowledge that THE ACTIVITIES OF THE EVENT(S) ARE VERY DANGEROUS and involve the risk of serious injury and/or death and/or property damage. Each of THE UNDERSIGNED also expressly acknowledges that INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE RELEASEES.
7. I/We accept and assume such risks and responsibility for the losses and/or damages of personal property. I/We acknowledge that KSMY Martial Arts School is not in any manner responsible for the loss of and/or damage of personal property.

**PHOTOGRAPHY/VIDEO RELEASE**

8. I/We HEREBY GRANT PERMISSION TO USE THE PARTICIPANT'S LIKENESS in a photograph/video in any and all of its publication, including website entries and/or marketing campaigns, without payment or any other consideration. I/We agree that the materials will become the property of KSMY Martial Arts and will not be returned.

**MISCELLANEOUS**

9. EACH OF THE UNDERSIGNED further expressly agrees that the foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted by California law or the state in which the event is conducted and that if any portion is held invalid, it is agreed that the balance shall, notwithstanding continue in full legal force and effect.
10. On behalf of the participant and individually, the undersigned executes this Waiver and Release. If, despite the release, the participant makes a claim against any of the Releasees, the adult participant or the the parents(s) and/or legal guardian(s) of the minor participant will reimburse the Releasee for any money which they have paid to the participant, or on his/her behalf, and hold them harmless.

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, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WTHOUT 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.

Martial Arts School  KSMY Martial Arts - 3200-A Riverside Blvd., Sacramento, CA 95818

Student Signature \_\_\_\_\_

Parent or Guardian Signature (if minor) \_\_\_\_\_

Printed Name of Participant \_\_\_\_\_

Address of Participant \_\_\_\_\_

Received by \_\_\_\_\_

*Registrar Signature*

*Printed Name*

*Date*