

MARTIAL ARTS INTERNATIONAL INSTITUTE
Release and Waiver of Liability and Indemnity Agreement
(Read Carefully Before Signing)

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

1. I/We hereby certify that the participant is in good physical and that a licensed physician has verified that my/the participants physical condition is at a sufficient level to enable me/the participant to use the facilities/programs safely. I/we agree to follow all instructions, rules and regulations of the Martial Arts International Institute regarding use of the facilities/programs while engaged in Martial Arts training.
2. I or, if applicable, the parent(s) and/or legal guardian(s) will instruct the participant that prior to participating in the below Martial Arts activity or event, he or she should inspect the facilities and equipment to be used, and if he or she believes anything to be unsafe, the participant should immediately advise the officials of such conditions and refuse to participate. I understand and agree that, if at any time, I feel anything to be UNSAFE: I will immediately take all precautions to avoid the unsafe area and REFUSE TO PARTICIPATE further.
3. I/We fully understand and acknowledge that:
 - a. There are risks and dangers inherent in Martial Arts training and in participating in and/or receiving Martial Arts instruction that 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.
4. 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.
5. I/We also understand and agree that by signing the Release and Waiver of Liability and Indemnity Agreement, I/we acknowledge that I/we am/are solely responsible for having or obtaining all insurance coverage which may be necessary or desirable in connection with participation in and/or receipt of Martial Arts instruction and for any travel to and from Karate instruction and in all lodging or any other activities which may be related directly, indirectly or incidentally to the foregoing. I/we further understand and agree that any fees or costs required for necessary or requested medical attention shall be my sole responsibility and that I shall not seek indemnification or contribution from any Release in connection herewith.
6. I/We further understand and agree that as consideration for my participation in Martial Arts Instruction, the Martial Arts International Institute and/or its designees shall have the right to use my name, image or likeness in the promotion of Martial Arts Instruction or in any publication relation to Martial Arts Instruction and in any broadcast or rebroadcast transmission of Martial Arts Instruction without any additional consideration to me for the use of my said name, image or likeness.
7. I/We RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE the facility used by the participant, including its owners, managers, promoters, lessees or premises used to conduct the Martial Arts event or program, premises

and event inspectors, underwriters, consultants and others who give recommendations, directions or instructions to engage in risk evaluation or loss control activities regarding the facility 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 of 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 event(s) caused alleged to be caused in whole or in part by the negligence of the Releasee or otherwise.

8. 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 acknowledge that INJURIES RECEIVED MAY BE COMPOUNDED OR INCASE BY NEGLIGENT RESCUE OPERATIONS OR PROCUDURES OF THE RELEASES.
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 the law of the Province or 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 partner(s) and/or legal guardians for the minor participant executes this Waiver and Release. If, despite the release, the participant makes a claim against any of the Releases, the parent(s) and/or legal guardian(s) will reimburse the Releases for any money which they have paid to the participant, or on his behalf – and hold them harmless.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTIONS 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 WITHOUT AND INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND INTENT MY SIGNATURE TO BE COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

MARTIAL ARTS SCHOOL MARTIAL ARTS INTERNATIONAL INSTITUTE

PARENT OR GUARDIAN SIGNATURE (IF MINOR) _____

PARENT OR GUARDIAN SIGNATURE (IF MINOR) _____

PRINTED NAME OF PARTICIPANT _____

SIGNATURE OF PARTICIPANT _____

(SIGNATURE AND DATE)