

Waiver of Liability, Assumption of Risk, Indemnity Agreement, Media Release and Warning – Martial Arts Programs & Related Activities

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Waiver: In consideration of being permitted to participate in any way in the Martial Arts programs and related Activities, I, for myself, my heirs, personal representatives or assigns, **do hereby release, waive, discharge, and covenant not to sue** the Chinese Swai Jiao Association, Chin's Martial Arts Academy, Chinese Cultural Center of California, Taiji Mind-Balance-Motion, NY Shuai Jiao Association, Cheung Martial Arts, Imperial Academy of Martial Arts & Sciences, the Lily Lau Eagle Claw Kung Fu Federation, and Contra Costa Chinese School, and their officers, employees, volunteers and agents from liability **from any and all** claims resulting in personal injury, accidents or illnesses (including death), and property loss arising from, but not limited to, participation in the Martial Arts Programs and related Activities (*Initials & date*_____).

Assumption of Risks: Participation in the Martial Arts Programs and related Activities carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks vary from one activity to another, but the risks range from 1) minor injuries such as scratches, bruises, and sprains to 2) major injuries such as eye injury or loss of sight, joint or back injuries, heart attacks, and concussions to 3) catastrophic injuries including paralysis and death. *I am aware that Martial Arts and related activities are vigorous involving violent physical contact and ruthless cardiovascular stress; specific hazards or risks involved in the Martial Arts Programs and related activities include, but are not limited to the following:*

- Facial trauma from participant contact with competitors or from the facility
- Sprains, bruises, broken bones, and head injuries from participants or facility
- Serious risk of all bones, joints, muscles and internal organs from unexpected contact or reckless contact of other participants or facility
- Risk of emotional and psychological injuries or damage
- High risk of neck and back injuries which could result in partial or complete paralysis or brain damage
- Risk of death

I understand that Martial Arts requires a certain level of fitness for safe participation and that the Martial Arts Programs and related Activities strongly recommends all participants have a physical examination to determine participation in Martial Arts Programs and related Activities.

I have recently sought and received a medical examination that determined that it is safe for me to participate in the extreme physical exertion involved in these Activities. I will obtain such medical examination each year before participating in the Activities (or after showing any symptoms that may call into question the adequacy of my health to participate in the Activities).

I also understand that participation, especially but not limited to sparring or san shou sparring and other reaction skills, entails a great risk of injury, and I assume full responsibility for all my actions, intentional or otherwise, during and in connection with my participation. I fully understand that any medical attention or treatment afforded to me by the Chinese Swai Jiao Association, Chin's Martial Arts Academy, Chinese Cultural Center of California, Taiji Mind-Balance-Motion, NY Shuai Jiao Association, Cheung Martial Arts, Imperial Academy of Martial Arts & Sciences, the Lily Lau Eagle Claw Kung Fu Federation, and Contra Costa Chinese School, its officers, agents, representatives, servants, employees, volunteers, and all other related members will be of first aid type only, and I hereby release the Chinese Swai Jiao Association, Chin's Martial Arts Academy, Chinese Cultural Center of California, Taiji Mind-Balance-Motion, NY Shuai Jiao Association, Cheung Martial Arts, Imperial Academy of Martial Arts & Sciences, the Lily Lau Eagle Claw Kung Fu Federation, and Contra Costa Chinese School, its officers, agents, representatives, servants, employees, volunteers, and all other related members from any liability for such aid.

I have read the previous paragraphs and I know, understand, and appreciate these and other risks that are inherent in the Martial Arts Programs and related Activities. I hereby assert that my participation is voluntary and that I have knowledge of the danger involved and all such risks of property damage, personal injury or death. (*Initials & date*_____).

(*Initials & date*_____) **continued on Page 2. of 3. that follows**

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Indemnification and Hold Harmless: I also agree to INDEMNIFY AND HOLD the Chinese Swai Jiao Association, Chin's Martial Arts Academy, Chinese Cultural Center of California, Taiji Mind-Balance-Motion, NY Shuai Jiao Association, Cheung Martial Arts, Imperial Academy of Martial Arts & Sciences, the Lily Lau Eagle Claw Kung Fu Federation, and Contra Costa Chinese School, and their officers, employees, volunteers and agents HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees brought as a result of my involvement in the Martial Arts Programs and related activities and to reimburse them for any such expenses incurred (*Initials & date* _____).

Severability: The undersigned further expressly agrees that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by the laws of the State of California and the State of New York that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect (*Initials & date* _____).

Media Release: I agree & authorize that my performance, attendance, and participation at any classes and/or programs may be filmed or otherwise recorded or telecast live. I consent to the use by the Chinese Swai Jiao Association, Chin's Martial Arts Academy, Chinese Cultural Center of California, Taiji Mind-Balance-Motion, NY Shuai Jiao Association, Cheung Martial Arts, Imperial Academy of Martial Arts & Sciences, the Lily Lau Eagle Claw Kung Fu Federation, and Contra Costa Chinese School, and/or parties designated by the Martial Arts Programs and related Activities, of my name, likeness, voice, poses, pictures, and biographical data concerning fully or in parts, in any form or language, with or without other material, throughout the world, without limitation, for advertising, display, audio-visual, exhibition, editorial use, television, radio, video, theatrical motion pictures, or any other medium by devices now known or hereafter devised, and I do hereby waive any compensation in regard thereof as well as any future rights to the aforementioned. (*Initials & date* _____).

Warning: The Martial Arts Program and related Activities are very physically demanding. You will encounter hard work, sweat and at times sheer exhaustion in trying to keep up to the demands. Aches, pains, and sprains and bruising are not uncommon in the Martial Arts. There will be times you want to give up and quit on yourself rather than go on with training. This is why the drop out factor is so high in learning Martial Arts. There is no easy way to learn this Art, but it is attainable by those who do not fall prey to their weaknesses.

Also, be aware this is a hands on art, meaning you will be grabbed, touched, poked and hit in many ways. You will learn to attack the vital points of the human body, namely the head, eyes, throat, and groin which are the common points of attack, including many other points we focus on. If you have any reservations about being hit, touched, grabbed or thrown down then, **MARTIAL ARTS IS NOT FOR YOU!** If any of the above mentioned offends you in any, it would be best to find some other physical endeavors that would suit your purpose. Learning a true traditional Martial Arts System and its related activities such as Chinese Swai Jiao, Kung Fu and San Shou or sparring is never pretty or easy. It requires serious training and hitting, grabbing and poking of vital areas of the body are the central theme of the Martial Arts techniques. This is what makes it so effective for defense.

Chinese Swai Jiao should not be practiced by those who cannot handle it because it is the most demanding of all Martial Arts. It requires a special kind of person to handle the rigors of this Martial Art as a great deal of throwing, self-defense, joint locking, and law enforcement restraint methods are taught.

In conclusion, be aware of what you are getting into before asking to join the Martial Arts Program and related Activities so you don't waste your precious time and money or become offended in any way by the training methods and techniques. If you require any clarification, please speak directly with the head instructor of the Martial Arts Program and related Activities. **To be informed is to be aware**, so your training experience will be fruitful & enjoyable.

(*Initials & date* _____) **continued on Page 3. of 3. that follows**

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I HEREBY ACKNOWLEDGE THAT I HAVE FULLY READ EACH OF THE ABOVE PROVISIONS AND FULLY UNDERSTAND AND AGREE WITH EACH PROVISION. I HAVE HAD THE OPPORTUNITY TO HAVE COUNSEL OF MY CHOICE REVIEW IT WITH ME. I HAVE READ AND FULLY UNDERSTAND AND ACCEPT EACH OF THE PROVISIONS OF THIS AGREEMENT.

I HEREBY EXPRESSLY WAIVE THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542 WHICH PROVIDES AS FOLLOWS: CERTAIN CLAIMS NOT AFFECTED BY GENERAL RELEASE. A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM, MUST HAVE MATERIALLY, AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

I HEREIN UNDERSTAND AND AGREE that all rights under Section 1542 of the California Civil Code are expressly waived and that this Release releases all injuries, damages, or losses to the person and property, real or personal, whether known or unknown, foreseeable, unforeseeable, patent or latent, which she/he may have against another party or parties herein released.

Acknowledgment of Understanding: I have read this waiver of liability, assumption of risk, indemnity and warning agreement, fully understand its terms, **and understand that I am giving up substantial rights, including my right to sue.** I acknowledge that I am signing the agreement freely and voluntarily, and **intend by my signature to be a complete and unconditional release of all liability** to the greatest extent allowed by law.

Print Name

Signature

Date

Parent or Guardian: I am the parent or legal guardian of the above named minor child and, as such, I am authorized to enter into this agreement. I agree that my minor child and I are bound by and subject to the terms of this agreement. I understand that my signature here reflects my agreement to **hereby release, waive, discharge, and covenant not to sue** the Chinese Swai Jiao Association, Chin's Martial Arts Academy, Chinese Cultural Center of California, Taiji Mind-Balance-Motion, NY Shuai Jiao Association, Cheung Martial Arts, Imperial Academy of Martial Arts & Sciences, the Lily Lau Eagle Claw Kung Fu Federation, and Contra Costa Chinese School, and their officers, employees, volunteers and agents from liability **from any and all claims** resulting in personal injury, accidents or illnesses (including death), and property loss arising from, but not limited to, participation in the Martial Arts Programs and related Activities.

Print Name

Signature

Date

General Student/Participant information:

Name _____ Applicant ID # _____
Last First Middle (Assigned by Instructor)

Address _____
City State ZIP Code

Home Phone # (____) _____ Cellular/Other Phone # (____) _____ E-mail _____

Please list the Martial Arts Program & related Activities you are interested in applying for:

Primary Reason for wanting to learn/participate:

(Initials & date _____)

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