

**LIABILITY WAIVER, RELEASE, AND, IMDEMNIFICATION AGREEMENT  
FAIFERLICK TAEKWONDO, MARTIALS ARTS, FITNESS AND SELF DEFENSE LLC**

In consideration for the privilege of participating in Faiferlick Taekwondo, Martial Arts, Fitness, and Self Defense LLC, I hereby assume the risk during participation, and waive any and all rights to recovery from (for personal injury sustained), and subsequently hold harmless and will indemnify, Faiferlick Martial Arts, Justin Faiferlick, any employees, and any agents, representatives, or spokespersons of such above mentioned entities. I do release those listed above from any liability in the event of injury, theft, or loss.

In consideration of participating in the sport of martial arts, and for other good and valuable consideration, I hereby agree to release and discharge from liability arising from negligence Faiferlick Martial Arts and its owners, directors, officers employees, agents, volunteers, participants, and all other persons or entities acting for them (hereinafter collectively referred to as "Releasees"), on behalf of myself and my children, parents, heirs, assigns, personal representative and estate, and also agree as follows:

1. I acknowledge that the sport of martial arts involves known and unanticipated risks which could result in physical or emotional injury, scratches, paralysis or permanent disability, death, and property damage. Risks include, but are not limited to, death, paralysis, broken bones, torn ligaments, bruises, and other bodily injuries caused by contact with other participants, objects used during martial arts activities, or walls, matting or the floor; medical conditions resulting from physical activity; and damaged clothing or other property. Along with the possibility of personal injury and injury to property, loss of wages and the ability to earn such wages is also possible. Furthermore, I understand the practice of martial arts presents a risk of skin infections, communicable diseases, bacteria(s) and viruses, including, but not limited to, the coronavirus. I understand such risks simply cannot be eliminated, despite the use of safety equipment, without jeopardizing the essential qualities of the activity.

2. I expressly accept and assume all of the risks inherent in this activity or that might have been caused by the negligence of the Releasees. My participation in this activity is purely voluntary and I elect to participate despite the risks. In addition, if at any time I believe that event conditions are unsafe or that I am unable to participate due to physical or medical conditions, then I will immediately discontinue participation.

3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Releasees from any and all claims, demands, or causes of action which are in any way connected with my participation in this activity, or my use of their equipment or facilities, damage to property or other loss and any consequence thereof, whether known or unknown, seen or unforeseen, resulting from my participation, arising from negligence. This release does not apply to claims arising from intentional conduct. Should Releasees or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

4. I represent that I have adequate insurance to cover any injury or damage I may suffer or cause while participating in this activity, or else I agree to bear the costs of such injury or damage myself. I further represent that I have no medical or physical condition which could interfere with my safety in this activity, or else I am willing to assume - and bear the costs of -all risks that may be created, directly or indirectly, by any such condition.

5. In the event that I file a lawsuit, I agree to do so solely in the state where Releasees' facility is located, and I further agree that the substantive law of that state shall apply.

6. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

The AGREEMENT shall apply to any form of participation related to Faiferlick Martial Arts, and is not limited to: general participation, traveling to and from events, competing during the events, watching others compete, coaching, aiding, participate, as well as any and all activities related to Faiferlick Martial Arts.

I do promise to follow all codes of Conduct, "Safety Rules", and to conduct myself honorably while engaged in the study and practice of the martial arts. I certify that I am healthy, and have not been advised by any doctor, coach, or trainer not to participate for medical or other reason.

(Page 1 of 2) Participant Initials: \_\_\_\_\_

I am also aware that for purposes of safety, security and quality control there are surveillance cameras mounted throughout the facility. I grant permission to Faiferlick Martial Arts affiliates, its employees and agents, to take and use visual/audio images of me. Visual/audio images are any type of recording, including but not limited to photographs, digital images, drawings, renderings, voices, sounds, video recordings, audio clips or accompanying written descriptions. I agree that Faiferlick Martial Arts affiliates own the images and all rights related to them. The images may be used in any manner or media without notifying me, such as tournament-sponsored web sites, publications, promotions, broadcasts, advertisements, posters, as well as for non-tournament uses. I waive any right to inspect or approve the finished images or any printed or electronic matter that may be used with them, or to be compensated for them. I release to Faiferlick Martial Arts affiliates and its employees and agents, including any firm authorized to publish and/or distribute a finished product containing the images, from any claims, damages or liability which I may ever have in connection with the taking of use of the images or printed material used with the images. It is further understood that I will not video record or photograph any classes/training without prior permission from Faiferlick Martial Arts.

This Waiver and assumption of the risk shall apply to all participants, heirs, assigns, parents, guardians, executors, and as such I agree to hold harmless and will indemnify, Faiferlick Martial Arts, Justin Faiferlick, any employees, and any agents, representatives, or spokespersons of such above mentioned entities.

By signing this document, I agree that if I am hurt or my property is damaged during my participation in this activity, such as, but not limited to, possible loss of wages and the ability to earn such wages, then I may be found by a court of law to have waived my right to maintain a lawsuit against the parties being released on the basis of any claim for negligence.

I have had sufficient time to read this entire document and, should I choose to do so, consult with legal counsel prior to signing. Also, I understand that this activity might not be made available to me or that the cost to engage in this activity would be significantly greater if I were to choose not to sign this release, and agree that the opportunity to participate at the stated cost in return for the execution of this release is a reasonable bargain. I have read and understood this document and I agree to be bound by its terms. THIS FORM MUST BE SIGNED AND COMPLETED!

PARTICIPANT/GUARDIAN SIGNATURE: \_\_\_\_\_ Date: \_\_\_\_\_

Participant's Printed Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Participant's Printed Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Participant's Printed Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

PARENT OR GUARDIAN ADDITIONAL AGREEMENT (Must be completed for participants under the age of 18)

In consideration of \_\_\_\_\_ (PRINT minor's names) being permitted to participate in this activity, I further agree to indemnify and hold harmless, as state in the waiver above, and I Release from any claims alleging negligence which are brought by or on behalf of minor or are in any way connected with such participation by minor.

Parent or Guardian Signature \_\_\_\_\_ Print Name \_\_\_\_\_ Date \_\_\_\_\_

EMERGENCY CONTACT:

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_ Phone ( ) \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

How did you hear about us?

Where employed & What type of work?

List any allergies, medical, or behavioral conditions that instructors should be aware of:

10 Days free until \_\_\_\_\_ Entered in Dojo: \_\_\_\_\_ Paid 1<sup>st</sup> Month: \_\_\_\_\_ UNIFORM Type/Size \_\_\_\_\_

Dojo Subscription Package: \_\_\_\_\_ EFT Received: \_\_\_\_\_