



## RELEASE AND WAIVER OF LIABILITY / INDEMNITY AGREEMENT

**CAUTION:** PLEASE READ THIS AGREEMENT CAREFULLY. BY SIGNING THIS AGREEMENT YOU ARE GIVING UP CERTAIN VALUABLE LEGAL RIGHTS TO SUE ASAH CREATIVE STUDIOS AND ANY OF THEIR EMPLOYEES AND/OR ASSOCIATES, FOR ANY PERSONAL INJURIES THAT YOU MAY SUFFER AS A RESULT OF TRAINING, EQUIPMENT, OR SUPERVISION PROVIDED IN CONNECTION WITH ASAH CREATIVE STUDIOS.

**WARNING:** THE SPORT OF MARTIAL ARTS HAS RISKS OF INJURY ASSOCIATED WITH IT. LIKE ANY CONTACT SPORT OR PHYSICAL TRAINING PROGRAM, IT CAN BE DANGEROUS AND CAN RESULT IN SERIOUS INJURY, PARALYSIS OR EVEN DEATH.

I READ AND FULLY UNDERSTAND EACH PROVISION OF THIS AGREEMENT AND SO INDICATE BY INITIALING EACH PROVISION IN THE SPACES PROVIDED BELOW. (IF STUDENT IS A MINOR, PARENTS MUST ALSO SIGN AND DATE THE FORM.)

IN CONSIDERATION of ASAH CREATIVE STUDIOS' authorization of (please neatly print the student's name) \_\_\_\_\_ to utilize the facilities and equipment and to participate in martial arts training, martial arts as sport and its associated activities, it is agreed that:

**1. DEFINITIONS:** The term "Asah Creative Studios" shall include Asah Creative Studios, its partners, employees, associates, instructors, agents, the owners of the property on which classes are taught and martial arts is practiced. Martial Arts is an general term to describe, but not limited to: Karate, Tae Kwon Do, Boxing, Mixed Martial Arts (MMA) and Brazilian Jiu Jitsu (BJJ). The term Participant shall include the student listed above, if such student is 18 years old or older. If the student listed above is a minor, the term "Participant" shall mean such student AND the student's parents or legal guardians.

\_\_\_\_\_ (Student Initials) \_\_\_\_\_ (Parent or Legal Guardian Initials)

**2. ASSUMPTION OF RISK:** The Participant is fully aware that martial arts and all associated activity is a calculated risk sport and contains inherent risks and dangers (including serious injury, paralysis or even death). The Participant understands this fact and that the training facilities and classes of Asah Creative Studios are taught by instructors in a home environment, and do not operate in a commercial or professional training and teaching facility. The Participant knows and understands the scope, nature, and extent of the risks involved in the activities contemplated by this agreement. The Participant voluntarily and freely chooses to incur any and all such risks and dangers.

\_\_\_\_\_ (Student Initials) \_\_\_\_\_ (Parent or Legal Guardian Initials)

**3. EXEMPTION FROM LIABILITY:** The participant hereby fully and forever discharges and releases Asah Creative Studios from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of any damages sustained by the participant arising out of the Participant's engagement in martial arts classes, training or associated activities with Asah Creative Studios. Exemption from liability includes loss, damage, or injury resulting from the negligence of Asah Creative Studios or from any other cause or causes.

\_\_\_\_\_ (Student Initials) \_\_\_\_\_ (Parent or Legal Guardian Initials)

**4. COVENANT NOT TO SUE:** The participant agrees, for him/herself and his/her heirs, executors or administrators, or assigns to indemnify and hold harmless Asah Creative Studios and not to initiate or assist the prosecution of any claim for damages, or course of action, which the Participant, his/her heirs, executors, or administrators hereafter may have by reason of injury to the person of the participant or to his/her property arising from the activities contemplated by this agreement.

\_\_\_\_\_ (Student Initials) \_\_\_\_\_ (Parent or Legal Guardian Initials)

**5. INDEMNITY AGREEMENT:** The participant agrees for him/herself and his/her heirs, executors, assigns or administrators to hold harmless Asah Creative Studios from any and all losses, claims, actions or proceedings of any kind which may be initiated by the participant and/or any other person or organization relating to Participant's participation in classes, trainings, matches or other martial arts activities. THIS INCLUDES REIMBURSEMENT OF ALL LEGAL COSTS AND REASONABLE COUNSEL FEES INCURRED BY ASAH CREATIVE STUDIOS, the Participant and indemnified parties or any of them for the defense in any such actions which may arise directly or indirectly from the activities of the participant while engaged in the activities contemplated by this agreement.

\_\_\_\_\_ (Student Initials) \_\_\_\_\_ (Parent or Legal Guardian Initials)

**6. CONTINUATION OF OBLIGATIONS:** The participant agrees and acknowledges that the terms and conditions of the above provisions, including ASSUMPTION OF RISK, EXEMPTION OF LIABILITY, COVENANT NOT TO SUE and INDEMNITY AGREEMENT shall continue in full force and effect at all times and shall be binding upon heirs, executors, administrators and assigns of the participant or his/her estate.

\_\_\_\_\_ (Student Initials) \_\_\_\_\_ (Parent or Legal Guardian Initials)

**7. INSURANCE DISCLAIMER:** I UNDERSTAND THAT ASAH CREATIVE STUDIOS DOES NOT PROVIDE ANY INSURANCE, EITHER MEDICAL OR LIABILITY FOR ANY INCIDENT OR ACCIDENT WHICH MAY ARISE AS A RESULT OF MY PARTICIPATION IN MARTIAL ARTS RELATED ACTIVITIES AND IF I WANT INSURANCE OF ANY KIND, I MUST FURNISH MY OWN.

\_\_\_\_\_ (Student Initials) \_\_\_\_\_ (Parent or Legal Guardian Initials)

**8. MEDICAL DISCLAIMER:** I certify that I do not suffer from any conditions which may endanger the safety of my person or anyone else, by participating in martial arts-related activities. I further certify that I do not suffer from any of the following conditions: extreme asthma, epilepsy, a cardio/respiratory disorder, hypertension, any skeletal or joint or ligament problem or condition. I further certify that I am neither pregnant nor in an intoxicated state.

\_\_\_\_\_ (Student Initials) \_\_\_\_\_ (Parent or Legal Guardian Initials)

**9. REFUND POLICY:** The participant understands that martial arts-related activities are non-refundable activities from the moment of purchase, regardless as to whether or not the participant chooses to complete them.

\_\_\_\_\_ (Student Initials) \_\_\_\_\_ (Parent or Legal Guardian Initials)

I hereby expressly recognize that this agreement is a contract pursuant to which I have released any and all claims against Asah Creative Studios resulting from my participation in martial arts-related activities including any claims caused by the negligence of Asah Creative Studios. I HAVE READ THIS AGREEMENT CAREFULLY, FULLY UNDERSTAND ITS CONTENTS AND SIGN IT OF MY OWN FREE WILL.

I FURTHER CERTIFY THAT: I AM EIGHTEEN (18) YEARS OF AGE OR OLDER--OR--that I am the parent or guardian of the minor student listed above, signing on his/her behalf.

Date: \_\_\_\_\_ Student Signature: \_\_\_\_\_ (Parent or Guardian signature required below if student is under 18)

Date: \_\_\_\_\_ Parent's/Guardian's Signature: \_\_\_\_\_ (if student is younger than 18).

Date: \_\_\_\_\_ Parent's/Guardian's Signature: \_\_\_\_\_ (if student is younger than 18).



## EMERGENCY CONTACT INFORMATION SHEET

NAME: \_\_\_\_\_

AGE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PRIMARY GUARDIAN: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

BEST CONTACT PHONE NUMBER: \_\_\_\_\_

EMAIL: \_\_\_\_\_

SECONDARY GUARDIAN: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

BEST CONTACT PHONE NUMBER: \_\_\_\_\_

EMAIL: \_\_\_\_\_

ALLERGIES: \_\_\_\_\_

MEDICATION: \_\_\_\_\_

DISABILITIES OR SPECIAL NEEDS: \_\_\_\_\_

APPROVED PICK UP LIST: \_\_\_\_\_

\_\_\_\_\_

OTHER NOTES: \_\_\_\_\_

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