

Shemwell's Academy of Martial Arts

Covid-19 Release of Liability Waiver

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization (WHO). COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. Shemwell's Academy of Martial Arts has put in place preventative measures to reduce the spread of COVID-19; however, Shemwell's Academy of Martial Arts **cannot guarantee that you will not become infected with COVID-19**. Further, participation could increase your risk of contracting COVID-19.

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READ CAREFULLY BEFORE SIGNING YOUR CONTRACT WITH THE ACADEMY

By signing the contract with Shemwell's Academy of Martial Arts, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I may be exposed to or infected by COVID-19 by participation; and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at Shemwell's Academy of Martial Arts may result from the actions, omissions, or negligence of others, including, but not limited to, the employees, volunteers, program participants, and their families of Shemwell's Academy of Martial Arts.

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I may experience or incur in connection with my participation at Shemwell's Academy of Martial Arts. On my behalf, I hereby release, covenant not to sue, discharge, and hold harmless Shemwell's Academy of Martial Arts, its employees, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs, or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of Shemwell's Academy of Martial Arts, its employees, agents, or representatives, whether a COVID-19 infection occurs before, during, or after participation at Shemwell's Academy of Martial Arts.

I represent that I have adequate insurance to cover any injury or illness I may suffer or cause while participating in the activities undertaken at Shemwell's Academy of Martial Arts, or else I agree to bear the costs of such injury or illness 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.

In the event that I file a lawsuit, I agree to do so in the state where Shemwell's Academy of Martial Arts is located, and I further agree that the substantive law of that state shall apply. 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.

By signing the contract between myself and Shemwell's Academy of Martial Arts to participate in any martial arts classes, events, or seminars, I agree that if I am exposed to or infected by COVID-19 during my participation in this activity, 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 the activities undertaken at Shemwell's Academy of Martial Arts 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 the contract 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 my signature on the Shemwell's Academy of Martial Arts contract constitutes agreement to be bound by its terms.

There is a separate general waiver of liability connected to my participation at Shemwell's Academy of Martial Arts, and I agree that the terms of that waiver are wholly incorporated into this document and that the terms of this document are incorporated into the separate general waiver.