

Shemwell's Academy of Martial Arts

Release and Waiver of Liability and Indemnity Agreement

In consideration of being permitted to participate in any way in any of the martial arts programs offered by Shemwell's Martial Arts Academy 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), the participant(s) and/or parent(s) and/or legal guardian(s) of the minor participant(s) agree:

1. The participant(s) agree(s) that and/or the parent(s) and/or legal guardian(s) agree to instruct the minor participant(s) 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 is unsafe, the participant(s) should immediately advise the officials of such condition and refuse to participate. I understand and agreed 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.

2. I/WE fully understand and acknowledge that:

(a) There are risks and dangers associated with participation in martial arts events and activities, which 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(s) or the action, inaction or negligence of others, including, but not limited to, the participants themselves or member and/or staff of Shemwell's Academy of Martial Arts.

(d) There may be other risks not known to us or are not reasonably foreseeable at his time.

3. 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.

4. I/WE HEREBY RELEASEE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE the martial arts facility used by the participant, including its owners, managers, promoters, lessees of 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 martial arts facility or events held at such facility and each of them, their directors, officers, agents, employees, all for the purposes herein referred to as "Releasee"...FROM ALL LIABILITY TO THE SIGNOR OF THE SHEMWELL'S ACADEMY OF MARTIAL ARTS CONTRACT, my/our personal representatives, assigns, executors, heirs and next to 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 OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE RELEASEE OR OTHERWISE.

5. 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 us also expressly acknowledges that INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE RELEASEES.

6. EACH OF THE UNDERSIGNED ON THE SHEMWELL'S ACADEMY OF MARTIAL ARTS CONTRACT further expressly agrees that the foregoing releasee, 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.

7. On behalf of the participant and individually, with my signature of the Academy Contract agreement, I myself (as a participant) and/or as the undersigned parent(s) and/or legal guardian(s) for the minor participant(s) execute this Waiver and Releasee. If, despite this releasee, the participant(s) makes a claim against any of the Releasees, the parent(s) and/or legal guardian(s) will reimburse the Releasee for any money, which they have paid to the participant, or on his behalf, and hold them harmless.

SIGNING THE ACADEMY CONTRACT INDICATES THAT I HAVE READ THIS RELEASEE AND WAIVER OF LIABILITY, ASSUMPTION 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 ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE OF THE CONTRACT BETWEEN MYSELF AND THE RELEASEE TO BE COMPLETE AND UNCONDITIONAL RELEASEE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.