

**\*\*\*RELEASE OF LIABILITY – PLEASE READ\*\*\***

I am 18 years or older and I am the student or a parent/legal guardian of a student who is joining the SMARTKarate Program.

I, (print your name here) \_\_\_\_\_

1. Fully understand and acknowledge that:

(a) Participation in martial arts is risky and may result in bodily injury, partial and/or total disability, paralysis and death;

(b) It can cause social and economical losses and damages, which could be severe;

(c) These risks and dangers may be caused by the negligence of my child and/or the negligence of others, including but not limited to, the "Releasees" named below;

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

3. Accept and assume the risks and responsibility for the losses and damages caused by the injury, disability, paralysis, or death, negligence of "Releasees" named below.

4. HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE the SMARTKarate, its owner, other participants, instructors, spectators, guests, officials, Department of Education, its directors, agents, and employees, all of which are referred to as "Releasees", representatives, assigns, heirs and next to kin for any and all including but not limited to, death or damage to property or person(s) caused or alleged to be caused in whole or in part by the "Releasees" or otherwise.

I, adult student or the child's parent and/or legal guardian, understand the nature of athletic activities and his/her experience and capabilities and believe I am my child to be qualified, in good health and in proper physical condition to participate in such an activity.

I hereby release discharge covenant not to sue, and agree to indemnify and save and hold harmless each of the "Releasees" from all liability, claims, demands, losses or damages of my child caused or alleged to be caused in whole or in part by the negligence of the "Releasees" or otherwise, including negligent rescue operations. I further agree that if, despite this release, I, my child, or anyone on his/her behalf makes a claim against any of the "Releasees" named above, I will indemnify, save and hold harmless each of the "Releasees" from any litigation expenses, attorney fees, loss liability, damage or any cost that may incur as a result of any such claim.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHT BY SIGNING IT, AND AGREE TO IT FREELY VOLUNTARILY AND WITHOUT ANY INDUCEMENT.

### **PERMISSION TO TREAT**

I hereby give my permission SMARTkarate to summon trained medical professionals to care for me or my child in the event that an injury occurs.

As the parent or guardian of the participant, I hereby consent that he/she may participate in hereby state that the information contained herein is true and complete.

1. **RELEASE, INDEMNITY.** Recognizing the possibility of physical injury associated with participation in the SMARTkarate, I hereby release and agree to hold harmless and indemnify SMARTkarate and associated organizations and personnel from and against any claims by or on behalf of my child for any damage against any claim by or on behalf of the participant for any damage or injury he/she or I may suffer including legal fees, as a result of his/her or my participation in the program.

2. **EMERGENCY MEDICAL CARE.** I hereby give my consent for emergency medical treatment by SMARTkarate, its employees, agents or health care provider(s) designated by them, in accordance with their best judgment.

3. **INSURANCE.** I understand that I should have health and accident insurance to cover injuries arising from participation in the program(s).

### **Photo Release Wavier**

Read and sign below.

On occasion SMARTkarate may use photographs and video to promote the SMARTkarate to the general public.

I understand that I will not receive compensation in any form from the use of my and my child's photograph or my and my child's photographic likeness and recorded voice. I hereby consent to the use of my and my child's photograph, my child's photographic likeness and recorded voice in any videotape and my name by SMARTkarate in the SMARTkarate's web site and in any promotional posters, flyers, brochures, printed and electronic ads or electronic media.

**Printed Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Signature:** \_\_\_\_\_