**House of the Wing Chun Warrior**

***WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT***

**Waiver:** In consideration of permission to use the facilities, staff, equipment, and services of House of the Wing Chun Warrior staff, and services, in addition to the payment of any fee or charge, I, for myself, my heirs, personal representatives or assigns, **do hereby release, waive, discharge, and covenant not to sue** House of the Wing Chun Warrior and any and all of its trustees, directors, officers, employees, and agents (together, "HWCW\*) **from any and all claims including the negligence** of HWCW resulting in personal injury, accidents or illnesses (including death), and damage to property arising from, but not limited to, participation in activities, classes, observation, and use of facilities, premises, or equipment.

**Assumption of Risk:** This use of HWCW's property, facilities, staff, equipment, and/or services carries with it certain inherent dangers and risks that cannot be eliminated regardless of the care taken to avoid injuries, accidents or illnesses (including death), and damage to property.

**I have read the previous paragraphs and I know, understand, and appreciate these and other risks that are inheren**t in the activities made possible by HWCW. **I hereby assert that my participation is voluntary and that I knowingly assume all such risks. I also affirm** that I have **adequate medical or health insurance** to cover any medical assistance I may require and that I am in good health and have no physical or other impediment which would endanger me.

**Indemnification and Hold Harmless:** I further agree to **indemnify and hold** HWCW **harmless** from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorneys' fees brought as a result of my use of the studio, and to reimburse them for any such expenses incurred.

**Severability and Choice of Law:** The undersigned further expressly agrees that the foregoing agreement is intended to be as broad and inclusive as is permitted by Ontario law and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. I further agree that this Release shall be governed for all purposes by Ontario law, without regard to such law on choice of law.

**Acknowledgment and Understanding:** I have read this waiver of liability, assumption of risk, and indemnity agreement, fully understand its terms, and **understand that I am giving up substantial rights, including my right to sue.** I acknowledge that I am signing this agreement freely and voluntarily and **intend my signature to be a complete and unconditional release of all liability.**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SIGNATURE OF PARTICIPANT DATE PRINT NAME