

Release and Waiver of Liability and Indemnity Agreement

In consideration of being permitted to participate in any way in the martial arts program with Evolution Krav Maga LLC indicated below and/or being permitted to enter for any purpose any restricted area (here in defined as any area where in admittance to the general public is prohibited), the parent(s) and/or legal guardian(s) of the minor participant named below agree:

1. The parent(s) and/or legal guardian(s) will instruct the minor participant 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 should immediately advise the officials of such condition and refuse to participate. I understand and agree 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 or the action, inaction or 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 at this 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 Releasee's named below.
4. I/We HEREBY RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE Evolution Krav Maga LLC 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 purpose herein referred to as "Releasee"...From all liability to the undersigned, my/our personal representatives, assigns, executors, heirs and next of 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 alleged to be caused in whole or in part by the negligence of the releases 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 THE UNDERSIGNED also expressly acknowledges that INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE RELEASEES.
 - a. **I/We understand mouth pieces and groin protection is strongly suggested, but is not necessary.**
6. EACH OF THE UNDERSIGNED further expressly agrees that the foregoing release, 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, the undersigned partners(s) and/or legal guardian(s) for the minor participant executes this Waiver and Release. If, despite the release, the participant makes a claim against any of the Releasee's, the parents(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.
8. **I/we understand that pictures or short videos may be taken during class and that our/my child may appear in them. These are used for teaching purposes, maybe posted on social media, or used in advertisements for Evolution Krav Maga LLC. I understand it is my obligation to verbally make it known that I do not wish to appear in photos or videos.**
9. **I understand that I am gaining the knowledge of self defense and it is to be used for life saving circumstances only. Each state has different laws in accordance with lethal force and weapon usage, concealment, and lawful usage. It is my personal responsibility to know my state and federal laws in the law of self defense.**
10. **NO live weapons or sharpened edged weapons are to enter Evolution Krav Maga's facility. We train with dummy weapons and it is a safety concern. Everyone deserves their safety.**

I HAVE READ THIS RELEASE 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 TO BE COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Student Name and Address: _____

Student/Parent email: _____

Student/Parent Signature: X _____