

## Dragon Spirit Martial Arts (DSMA)

Warning, Waiver, Release of Liability, Assumption of Risk and Agreement to Participate  
THIS AGREEMENT **MUST** BE SIGNED BY ANYONE WHO WISHES TO PARTICIPATE IN ANY DSMA  
SANCTIONED EVENT.

1. I/THE MINOR understand the nature of martial arts activities and acknowledge that my/the minor's experience and capabilities and believe I/the minor are qualified to participate in such activities. I further acknowledge that I am aware that the activity will be conducted in facilities open to the public during the activity. I further agree and warrant that if, at any time, I believe conditions to be unsafe, I or the minor will immediately discontinue participation in the activity.
2. I/THE MINOR FULLY UNDERSTAND that (a) martial arts activities involve risks and dangers of serious bodily injury, including PERMANENT DISABILITY, PARALYSIS, AND DEATH ("risks"), (b) these risks and dangers may be caused by my own actions or inactions, the actions or inactions of others participating in the activity, the condition in which the activity takes place or the NEGLIGENCE of the "releasees" named below, ( c ) there may be other risks and social and economic losses either not known to me or not readily foreseeable at this time, and I/THE MINOR fully accept and assume all such risks and all responsibility for losses, costs, and damages incurred as a result of my participation in the activity.
3. I/THE MINOR hereby release, discharge, covenant not to sue and agree to hold harmless DSMA, its respective administrators, directors, agents, officers, volunteers, and employees, other participants, any sponsors, advertisers and if applicable owners and lessors of the premises on which the activity takes place, his or hers heirs and next of kin (each considered the "Releasees" herein) from all liability claims, demands, losses, and damages which may be sustained and suffered on account of injury, including death or damage to property, caused or alleged to be caused in whole or in part by the negligence of the releases or otherwise and further agree that if despite this release, I or anyone on my/the minor's behalf makes a claim against any of the Releasees named above, I indemnify, save and hold harmless each of the releasees from any litigation expenses, attorney fees, loss, liability, damage or cost that may be the results of any such claim.
4. I/THE MINOR agree to inspect the facilities, equipment, and pairings prior to participation. I/the minor will immediately inform an instructor if anything is unsafe or beyond my capability and refuse to participate.
5. I/THE MINOR enter martial arts training and/or competition entirely of my own free will and understand the importance of following the rules of training and competition. I have been given a copy of the DSMA Student Handbook and agree to abide by the instructions given therein.
6. I/THE MINOR certify that I am in good physical condition and have no disease, injury or other condition that would impair my performance or physical and mental well-being during intense training practice and/or competition.

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Initials

#### ARBITRATION CLAUSE

I/THE MINOR agree that any dispute shall be resolved in binding arbitration. Should a suit be filed in Court, I specifically authorize the Court to order the case to a binding arbitration.

#### SEVERABILITY

If any clause, sentence, phrase, or statement is found unenforceable or invalid by any Court of Law, the remainder of the document shall remain valid enforceable and the invalid clause, sentence, phrase, or statement shall be struck from the document.

#### DURABILITY

This document is effective from the date signed with no expiration. Furthermore, the terms of this document are retroactive to the beginning of training and visiting this school if this document was signed after that date.

#### AUTHORITY TO TREAT

I/THE MINOR, give the instructors, staff, and responsible adults the power to authorize medical or other treatment of the student named subject to the limitations listed below, if any. If I am not the named student, I am the parent, guardian or responsible person who has been contacted or has consented to the specific treatment, provided it does not conflict with the limitations outlined below. This authority begins on the date signed and continues indefinitely.

By granting my authorization, I assume responsibilities for all decisions made provided they are reasonable decisions under the circumstances based on the knowledge and understanding of the person making the decisions, and I trust their judgment and offer the benefit of the doubt to them in any claim or legal proceeding. This presumption may only be overcome by clear and convincing evidence that they acted with malice or willful gross negligence, and if so, they may still be liable.

I understand that the instructors, senior students, or others may have some skills in first aid, CPR, and at their discretion, I authorize them to use those skills and techniques to assist in any circumstances in which they judge their skills would be necessary or helpful.

Limitations to treatment:

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I HAVE READ THE ABOVE WARNING, WAIVER, RELEASE, AUTHORITY TO TREAT AND AGREEMENT TO PARTICIPATE. I UNDERSTAND ITS CONTENTS AND DO HEREBY SIGN IT VOLUNTARILY.

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Printed Name

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Signature

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Date