

Release and Waiver of Liability and Indemnity Agreement

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In consideration of being permitted to participate in any way in any Imperium Armored Combat, L.L.C. events and activities 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 adult participant named below is at least 18 years of age and understands and agrees to the following:

1. The participant should, prior to participating in the below martial arts activity or event, 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 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 his time.

3. I 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 HEREBY RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE Imperium Armored Combat, L.L.C. and their directors, officers, agents, employees, all for the purposes herein referred to as "Releasee"...FROM ALL LIABILITY TO THE UNDERSIGNED, 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 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.

6. I give full permission, in perpetuity, for media, including but not limited to audio, photographs, and video, to be taken of me during martial arts program events, and to be used in promotion of the program. I understand that there will be no compensation for such use, and I release all claims to any and all damages resulting from such use.

7. 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.

8. I expressly waive, release and discharge Imperium Armored Combat, L.L.C. and any affiliates, officers, employees, representatives, agents, contractors, or volunteers of the above (the "Released Parties") from any and all claims for damages or injuries that I or the participant may sustain as the result of participation in Imperium Armored Combat, L.L.C. activities. I assume all risk for participation in Imperium Armored Combat, L.L.C. activities, and understand that the Released Parties are not responsible for determining a participant's fitness to participate.

9. I understand that the Released Parties have made no representations as to the results of participation in Imperium Armored Combat, L.L.C. activities. I understand further that no representations are being made to me as to the professional qualifications, standards, equipment, or safety associated with participation in Imperium Armored Combat, L.L.C. activities.

10. The responsibility for the assessment of all risks associated with Imperium Armored Combat, L.L.C. activities is mine alone, and any damages of any type due to the failures or negligence of others I also accept as my responsibility alone. I assume all

attendant risks regardless of my ability to foresee and/or evaluate those risks. The responsibility to be aware of whether a particular

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activity is an official activity of Imperium Armored Combat, L.L.C. is also mine alone. I am aware that this information is available to me online and I know where to retrieve this information. The responsibility to understand the effects and limits of any insurance policies associated with participation in Imperium Armored Combat, L.L.C. activities is also mine alone. I am aware that this information is available to me online and I know where to retrieve this information.

11. I understand that any accident coverage portion of any Imperium Armored Combat, L.L.C. insurance policy is secondary to my personal health insurance and I understand what that means. I understand that any Imperium Armored Combat, L.L.C. accident coverage is also contingent upon my possession of primary coverage through a health insurance policy of my own, and that Imperium Armored Combat, L.L.C. will not submit a claim if I do not have primary coverage. I understand that I am responsible for any deductible payments associated with Imperium Armored Combat, L.L.C. insurance if a claim is submitted for me. I further understand that the submission of any insurance claim is at the sole discretion of Imperium Armored Combat, L.L.C..

12. I have read and understand Imperium Armored Combat, L.L.C.'s Code of Conduct, and I agree to uphold this standard of conduct while participating in any Imperium Armored Combat, L.L.C. activities, interacting with its members, or representing Imperium Armored Combat, L.L.C. in any capacity. I understand Imperium Armored Combat, L.L.C. may restrict my interaction with the club or its members due to violations of this Code of Conduct, and that such violations may jeopardize my membership standing with Imperium Armored Combat, L.L.C..

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.

Imperium Armored Combat, L.L.C. (PLEASE PRINT ALL INFORMATION CLEARLY)

Print Participant Name _____

Participant Signature _____

Phone _____

Address _____

Email _____

Emergency Contact _____ Relationship _____

Emergency Contact Phone _____