

Mind-Body-Spirit Martial Arts

Waiver and Release, Assumption of Risk and Parental Consent and Indemnity Agreement

In consideration of my participation and/or my child's participation in Mind-Body-Spirit Martial Arts Corp, its classes, and participation in activity ("Activity"), I agree:

1. I fully understand the nature of the martial arts and believe that I am qualified and/or my children or child (minor's) to be qualified to participate in such activity. I further acknowledge that I am aware that the martial arts requires a fundamental skill of being able to stand, kneel, squat, rotate, throw kicks and punches, jog, stretch, move around, and be in abnormal physical positions. I further agree and warrant that if at any time I feel I do *not* want to participate in an activity during class, whether I feel it's unsafe or for any other reason, I must discontinue my participation in that activity in class immediately and notify the instructor immediately before the start of the activity. I understand I will not be subjected to any ramifications to my membership, payment, or any other qualification during or after class regarding this decision.
2. I fully understand that: (a) the martial arts involves risks and dangers of serious bodily injury, including permanent disability, paralysis and death as "risks"; (b) these *risks* and dangers may be caused by my own actions, or inactions, the actions or inactions of others from participating in the activity, the conditions which the activity takes place, or the negligence of the "releasees" name at the bottom of this document; (c) there may be other risks and social or economic losses either not known to me or not readily foreseeable at this time (such as doctor's fees); (d) *there are certain methods the instructor may use on students such as grabs, holds, pressing, pulling, or simulating a potential attack situation or abduction situation whereby the student escapes from holds to learn about child abduction. I am fully aware of this and accept such bodily contact as methods of instruction in the martial arts;* and I fully accept and assume all such risks and responsibility for losses, costs, and damages incurred as a result of my participation and or my child(s) participation in the activity of Mind-Body-Spirit Martial - Arts and its activities and instruction.
3. I hereby release, discharge, covenant not to sue, and agree to indemnify and save and hold harmless Eugene Perceval, Mind-Body-Spirit Martial Arts Corp, its instructors, their respective administrators, directors, agents, officers, volunteers, employees, participants, sponsors, advertisers, and if applicable, owners and lessors of premises on which the activity takes place (each considered one of the "Releasees" herein) from all liability, claims, demands, losses, or damages on the student's account (myself and/or my child or children) caused or alleged to be caused in whole or in part by the negligence of the "Releasees" or otherwise, including negligent rescue operations and further agree that if, despite this release, I, and or the student minor, or anyone on the minor's behalf makes a claim against any of the Releasees named below, I will indemnify, save and hold harmless each of the Releasees from any litigation expenses, attorney fees, loss liability, damage or cost that may incur as the result of any such claim.

I have read this agreement fully, and understand its terms completely, and that I understand that I have given up substantial rights by signing it and have signed it freely and without any inducement or assurance of any nature, and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this agreement is held to be invalid that the balance, notwithstanding, shall continue in full force and effect.

Student/Parent's or Guardian's Signature

Date