

CALVARY MARTIAL ARTS ACADEMY INC.
-WAIVER AND RELEASE OF LIABILITY-

1. **STATEMENT OF HEALTH.** Participant promises and certifies that his or her physical and mental condition is such that Participant has no physical impairments or illnesses that will endanger Participant or others. Participant understands that it is their responsibility to consult a physician regarding their health and wellness.
2. **EXPRESS ASSUMPTION OF RISK.** Participant is aware that there are significant risks involved in any physical training regimen, and the Events and Services. These risks include, but are not limited to: falls which can result in serious injury, permanent injury, paralysis, or death due to negligence on the part of Participant, other participants, or other people. Injury may also result simply from the fact of physical training itself. By its very nature, martial arts and physical training seeks to have Participant push beyond limits in order to produce a physical adaptation to their body. Excessive work can result (in rare cases) in exertional rhabdomyolysis. Signs include excessive soreness, darkened urine, and pain in the kidney areas in the days following a particularly intense workout. Participant is aware that any of these above-mentioned risks may result in serious injury or death to Participant or others. Participant willingly assumes full responsibility for the risks that he or she is exposed to and accepts full responsibility for any injury or death that may result from participation in any activity or class while training with Calvary Martial Arts Academy Inc.
3. **WAIVER AND RELEASE OF LIABILITY.** Participant hereby releases Calvary Martial Arts Academy Inc., its principals, owners, agents, employees, and volunteers from any and all personal injury, disability, death, damage, loss, liability, claims, demands, actions, or rights of action, which are related to, arise out of, or are in any way connected with participation with Company and its Events and Services, including those allegedly attributed to the negligent acts or omissions of the above-mentioned parties. This agreement shall be binding upon Participant, his or her successors, representatives, heirs, executors, assigns, or transferees. If any portion of this agreement is held invalid, Participant agrees that the remainder of the agreement shall remain in full legal force and effect. If Participant is signing on behalf of a minor child, Participant also gives full permission for any person connected with Company to administer first aid deemed necessary, and in case of serious illness or injury, Participant gives permission to call for medical and or surgical care for the child and to transport the child to a medical facility deemed necessary for the well-being of the child. In such event, Participant shall not hold Company liable for any action taken or omission of action.
4. **INDEMNIFICATION.** Participant recognizes that there is risk involved in the Events and Services offered by Calvary Martial Arts Academy Inc. Therefore, the Participant accepts financial responsibility for any injury that the Participant may cause either to himself or herself or to any other Participant due to his or her negligence. Participant further agrees to indemnify and hold harmless Company, their principals, agents, employees, and volunteers from liability for the injury or death of any person(s) and damage to property that may result from Participant's negligent or intentional act or omission while participating in activities offered by Company.
5. **GOVERNING LAW, PREVAILING PARTY, SEVERABILITY.** This Agreement will be construed under the laws of the State of Michigan without regard to conflicts of laws principles. Any action or proceeding by either of the parties to enforce this Agreement or arising out of Participant's relationship or the termination thereof shall be brought only in the State of Michigan, Wayne County, and shall be tried non-jury. THE PARTIES EXPRESSLY AND VOLUNTARILY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY SUCH ACTION OR PROCEEDING. If either party retains an attorney to enforce or defend their rights under this Agreement, the prevailing party in such an action shall receive payment for reasonable attorneys' fees from the other party. If any provision of this Agreement will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable.

I have read and understood the foregoing terms including the assumption of risk and release of liability. I understand that by signing this form I am waiving valuable legal rights.

Signature of Participant: _____ Date: _____

Signature of Parent or Guardian: _____ Date: _____

(Parent/Guardian) Print Name: _____