

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

(Read Carefully Before Signing)

In consideration of being permitted to participate in any way in the Four Winds Martial Arts Academy program indicated below, the parent(s) and/or legal guardian(s) of the minor participant named below agree:

1. I have completed the attached Health History as it pertains to the below named minor participant. I believe the information I have supplied for the minor participant on the Health History and Evaluation form to be true, correct and complete. I release and disclaim Four Winds Martial Arts Academy, its agents, employees, associates and affiliates, and any others connected therewith from any and all claims, suits, losses or related cause of action for damages incurred during or arising in any way from any pre-existing medical condition not indicated and explained to David P. Brown or any agent of the Four Winds Martial Arts Academy during my initial interview. _____
2. I understand that if the minor participant executes these physical techniques on another person, that he or she may cause serious injury to himself or herself and to the other person, including but not limited to permanent physical disabilities such as the loss of joint function, loss of organ function (e.g., eyes, lungs, kidneys, liver, male and female reproductive organs) and/or death. _____
3. I understand that participating in any Four Winds Martial Arts Academy activities may have inherent risks, including but not limited to; muscle and/or joint injuries or soreness, neurological and/or vascular injuries, as well as increased blood pressure and elevated stress levels associated acutely with high-intensity training. In this regard **I have consulted with and have the approval of the minor participants's personal physician for the minor participant to take part in these activities.** _____
4. I hereby assume all risks and responsibilities associated with the minor participants training activities in this program. I understand that it is my responsibility to monitor the minor participants condition and equipment throughout all activities. I will immediately notify the instructor and/or trainer and instruct the minor participant to stop participation if any unusual symptoms or circumstances occur. _____
5. I will instruct the minor participant that he or she will abide by the Four Winds Martial Arts Academy safety and etiquette code and understand that the minor participant's training privileges will be revoked if he or she does not. _____
6. I hereby release and disclaim Four Winds Martial Arts Academy, its agents, employees, associates and affiliates, and any others connected therewith from any and all claims, suits, losses or related cause of action for damages incurred during or arising in any way from the minor participant's participation in Four Winds Martial Arts Academy's programs or the use of any equipment or information endorsed by Four Winds Martial Arts Academy. On behalf of my family, my estate and myself, I waive any liability, responsibility or negligence of Four Winds Martial Arts Academy for same. _____

Printed Name of Participant _____

Printed Name of Parent or Guardian _____

Parent or Guardian Signature _____ Date ____/____/____

Witness _____ Date ____/____/____