

Headquarters Fitness and Martial Arts (Holistic Headquarters LLC) Warning, Waiver, Release of Liability, Assumption of Risk and Agreement to Participate

THIS AGREEMENT MUST BE SIGNED BY ALL MEMBERS WHO WISH TO PARTICIPATE IN ANY HEADQUARTERS FITNESS AND MARTIAL ARTS (HOLISTIC HEADQUARTERS LLC) SANCTIONED EVENT.

In consideration of being allowed to participate in any way in the sanctioned events of Headquarters Fitness and Martial Arts (Holistic Headquarters LLC), I, _____

1. Recognize and understand that martial arts training is a physical contact activity and that my participation might result in serious injury, including permanent disability or death, and severe social and economic loss.
2. Recognize and understand that such risk may be due to not only my own actions, but also the action, inaction or negligence of others, the regulations of participation, or the conditions of the premises, or of any of the equipment used.
3. Recognize that there may be other risks that are not known to me or to others or not reasonably foreseeable at this time.
4. Agree to inspect the facilities, equipment and pairings prior to participation. I will immediately inform an instructor if I believe that anything is unsafe or beyond my capability and refuse to participate.
5. Assume all of the foregoing risks and accept personal responsibility for any damages that may result from injury, permanent disability or death.
6. 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 rules and regulations of Headquarters Fitness and Martial Arts (Holistic Headquarters LLC) and agree to abide by the instructions given therein.
7. I 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.
8. Grant permission in case of injury to have a doctor, nurse, athletic training, or other emergency medical personnel provide me with medical assistance or treatment for such injury.
9. Release, waive, discharge and covenant not to sue, Headquarters Fitness and Martial Arts (Holistic Headquarters LLC), its affiliated organizations and governing bodies, their officers, instructors and personnel, other members of the organizations, participants, supervisors, coaches, sponsoring organizations or their agents, and if applicable, owners and lessors and lessees of the premises from any and all liability to the undersigned, his or her heirs and next of kin for any and all 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 releasees or otherwise.

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

Printed Name
(parent or guardian if under 18)

Signature

Date

Risk Agreement

ADVISORY OF RIGHTS AND RESPONSIBILITIES

Safety is not the sole responsibility of instructors and staff. Everyone in class is responsible for their own safety and the safety of those around them.

All students have the right and responsibility to excuse themselves from any exercise they believe will be harmful to them. All students must evaluate each situation in the context of their skill and current physical condition and conduct each drill in a manner that is safe. If an instructor gives an instruction that is unsafe for the student, it is the student's responsibility to inform the instructor that the activity may be unsafe. The instructor will routinely excuse the student from unsafe exercises and drills. The instructor may ask for an explanation, and the student is expected to provide one.

All students have the responsibility to train and conduct themselves in a manner that helps all students and instructors remain safe. Students must give those who are training enough room to avoid interfering and avoid being accidentally struck by someone else practicing, which is especially important when others are practicing with weapons.

In the event of an injury, students have the right and responsibility to evaluate the extent of harm, stopping what they are doing even if it includes a partner, and determining if it is safe to continue. Unless a student is certain that further practice will not create or worsen a problem, all students are encouraged to stop what they are doing and inform the instructor. In the event of a severe injury or the appearance of a severe injury, all students, instructors, staff and visitors, notably parents, have the right to call a stop to a particular training exercise.

If a student notes an unsafe training situation, which may include a student performing a skill incorrectly, a student not showing due regard for the safety of others, a defective piece of training equipment, a potentially dangerous obstacle or condition on the floor, or anything else that may cause or lead to harm of the students, instructors, visitors or guests, then the student is expected to correct the situation if it is within his ability or to notify an instructor or staff member immediately. If something is simple to correct, such as removing an obstacle from the floor, the student should correct the situation. If the situation may require the authority of the instructor or staff, or if it is not a simple matter, then the instructor or staff member should be notified immediately.

ASSUMPTION OF RESPONSIBILITIES AND RISK

Martial Arts training is a potentially dangerous activity. Bumps, bruises, scrapes, scratches and soreness are commonplace, and most students will encounter this sort of minor injury from time to time in their training. More serious injuries are possible, including sprains, strains, twists, cramps, and injuries of similar magnitude, and the student can be expected to encounter these injuries frequently. The possibility of more serious injuries exists, including broken bones, torn ligaments, though not all students encounter such serious injuries. There remains, despite safety precautions, the remote possibility of crippling or death, though this is certainly not expected in this martial arts class.

I understand the above statement of risk, and I understand the rights and responsibilities of students. I assume responsibility for my own safety (or the safety of my child), understanding and accepting the risks involved with martial arts training. Even if the instructor has informed me that no serious injuries have ever happened in this school or with any of the instructors, I understand that this does not mean that there is not possibility of harm. By assuming this risk, I completely absolve all instructors, staff, guests, students, landlords, management companies and any and all other parties of liability for my harm, unless intentionally caused in criminal conduct.

NOTICE AND CONSENT TO INSTRUCTORS

This school seeks to make use of highly trained professional instructors, with both expertise and experience both in the art(s) that we teach and in teaching. Classes may be taught by the head instructor or any other qualified instructor. Should an instructor be unavailable for a given class, a junior instructor, senior student or guest instructor may teach. The choice of the instructor is left to the discretion of the school.

I understand that I may not always have the instructor I desire, but I shall seek to learn from whoever is teaching, to show the respect due to the position of teacher to whomever is teaching, and to conduct myself in accordance with the etiquette established at this school. I understand that I have the responsibility for my own safety without regard to who may be teaching the class I specifically consent to any instructor of the school, instructors or staff feel are sufficiently qualified by standards they set to teach the class. I specifically understand and agree that the full force of this document applies no matter who is teaching.

NOTICE OF PHYSICAL CONTACT

Complete martial arts training involves a wide variety of skills. While practicing these skills, students may have contact with any portion of the body. The groin may be the target of kicks, strikes or grabs. The chest, buttocks, groin or any part of the body may be contacted by any part of the training partner's body during training with martial arts techniques, or incidentally contacted while performing a martial arts technique which targets another portion of the body. When male and female students train together, or when adult and minor students train together, and in any other training combination, the purpose and intent of the school, instructors and staff is to provide an environment

for all students to learn and practice martial arts and self-defense. Students are expected to always conduct themselves appropriately to ensure the best training results for everyone.

Should any student feel that a training partner is engaging in contact beyond the scope of training, or a training partner is taking undue and unacceptable advantage of training contact, or if a student is made uncomfortable by any training exercise or partner, then that student has the right to withdraw from the exercise or drill. If the contact of a training partner appears inappropriate, the student should inform the instructor privately. If the conduct of the training partner or any training partner appears criminal, then the instructor should be informed and the authorities may be notified either by the student or the instructor, or both.

CONSENT TO PHYSICAL CONTACT

I understand the nature of physical contact in martial arts training, and I understand that I have the right to immediately withdraw from any exercise or drill in which the contact of any party seems beyond the scope of training and makes me uncomfortable. I agree to abide by the school etiquette in all manners pertaining to training, and I shall not in any way conduct myself inappropriately or take inappropriate advantage of the contact martial arts training allows.

INDEMNIFICATION BY PARENTS

Applicable only to parents enrolling a minor child.

I agree not to bring any claim or suit against the school, instructors, staff, guests, students, landlord, or any other parties on behalf of my child for any injury or harm sustained by any event short of a criminal act, and then only the criminal shall be the subject of such a suit. I further agree that I will not cause to be brought, nor encourage a claim or suit. I also agree not to cooperate in the bringing of such a suit or claim except insofar as I may be legally required to do so. Finally, I shall indemnify the school, instructors, staff, guests, students, and any and all additional defendants covered by this agreement for all judgments, costs, attorney fees and other expenses incurred as a result of a breach of this agreement.

ARBITRATION CLAUSE

Should any dispute arise between me, my child, or anyone acting on behalf of my child, regarding this school, then I specifically agree that the 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, 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 adult for the named student and I have legal right to grant this power. Treatment may be made without regard to whether I or any other parent, guardian or responsible person 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 circumstance in which they judge their skills would be necessary or helpful.

Printed Name
(parent or guardian if under 18)

Signature

Date