

**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 participant named below agrees:

1. I believe the information I have supplied 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 prior to participating in the below martial arts activity or event, I will inspect the facilities and equipment to be used, and if I believe anything is unsafe, I will immediately advise the instructor and/or trainer of such condition and refuse to participate. \_\_\_\_\_

3. I understand that if I execute these physical techniques on another person, that I may cause serious injury to myself 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. \_\_\_\_\_

4. 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 my personal physician to participate in these activities.** \_\_\_\_\_

5. I hereby assume all risks and responsibilities associated with my participation in any training activities in this program. I understand that it is my responsibility to monitor my own condition and equipment throughout all activities. I will immediately notify the instructor and/or trainer and stop participation if any unusual symptoms or circumstances occur. \_\_\_\_\_

6. I will abide by the Four Winds Martial Arts Academy safety and etiquette code and understand that my participation and training privileges will be revoked if I do not. \_\_\_\_\_

7. 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 my 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 \_\_\_\_\_

Participant Signature \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_

Witness \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_