

**WAIVER AND RELEASE, ASSUMPTION OF RISK AND
PARENTAL CONSENT & INDEMNITY AGREEMENT**

I/THE MINOR ACKNOWLEDGE AND FULLY UNDERSTAND that: (a) Tae kwon Do activities involve risks and dangers of serious bodily injury, including, but not limited to, injury to the head, internal organs and brain, sprain, strains, broken bones, and PERMANENT DISABILITY, PARALYSIS AND DEATH (“Risks”); (b) these Risks and dangers may be caused by my own actions, or inactions, the actions or inactions of others participating in the Activity, the condition in which the Activity takes place or the NEGLIGENCE of the “releasees” named below; (c) there may be other risks and social and economic losses either not known to me or not readily foreseeable at this time; and **I/THE MINOR fully accept and assume all such risks and all responsibility for losses, costs, and damages incurred as a result of my participation in the Activity.** I further certify that I/THE MINOR am/is in good health and that I/THE MINOR have/has no physical limitations which would preclude safe participation. I/THE MINOR acknowledge my/the minor’s experience and capabilities and believe I/the minor am/is qualified to participate in such Activity. I further acknowledge that I am aware that the Activity will be conducted in facilities open to the public during the Activity. I further agree and warrant that if, at any time, I believe conditions to be unsafe, I/or the minor will immediately discontinue further participation in the Activity.

I/THE MINOR hereby release, discharge, covenant not to sue, and agree to hold harmless: Steven E. Travis, Bryan D. Shaw, Bret Hamlin, Michael Snyder, Tom Wilson, Guadalupe Martinez, Kiel Hamlin, Jeannie Hamlin, Jenny Snyder, Robert Pattison, Michael Bruce, Steve’s Gym, Elkhart Martial Arts Academy, any instructor, competitor, guest instructor, North American Tae Kwon Do Association, Sturgis Academy of Martial Arts, The City of Sturgis, any school and/or club where the Activity may take place, or has a vested interest in the Activity, their respective administrators, directors, agents, officers, volunteers, and employees, other participants, any sponsors, advertisers, and if applicable, owners and leasers of premises on which the Activity takes place (each considered one of the “Releasees” herein) from **all liability, claims, demands, losses, or damages** on account caused or alleged to be caused in whole or in part by the negligence of the “Releasees” during the Activity (whether during participation or observation/attendance) or otherwise, including negligent rescue operations and further agree that if, despite this release, I, or anyone on my/the minor’s or anyone on my/the minor’s behalf makes a claim against any of the Releasees named above, 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 UNDERSTAND ITS TERMS, UNDERSTAND THAT I/THE MINOR HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND WITHOUT 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.

X _____ Date: _____
Name of Applicant

X _____ Date: _____
Signature of Applicant or Parent/Guardian if participant is under 18