

AFRO BUSHIDO ACADEMY, SPC
Release and Waiver of Liability and Indemnity Agreement
(Read Carefully Before Signing)

In consideration to participate in any way at Afro Bushido Academy, SPC, hereinafter collectively referred to as ABA, being permitted in the martial arts program indicated below and/or being permitted to enter for any purpose any restricted area (hereafter defined as any area where in admittance to the general public is prohibited), I the student-participant(s), and/or the parent(s) and/or the Legal Guardian(s) of any minor participant(s) named below agree to the following terms of Release and Waiver of Liability and Indemnity Agreement as indicated:

- I. I/We fully understand and acknowledge that:
 - A. There are risks and dangers associated with participation in martial arts events and activities, which could result in bodily injury, partial and/or total disability, paralysis and death.
 - B. The social and economic losses and/or damages, which could result from these risks and dangers described above could be severe.
 - C. These risks and dangers may be caused by the action, inaction, or negligence of the participant or the action, inaction or negligence of others, including but not limited to, the Releasees named below.
 - D. There may be other risks not known to us, or are not reasonably foreseeable at the time.
- II. I/We understand and acknowledge that the activity I am/We are about to engage in possess known risks and unanticipated risks which could result in injury, paralysis, death, emotional distress, or damage to myself, to property, or to third parties. The following describes some, but not all, of those risks: Mixed Martial Arts training exposes its participants to unknown risks such as any athletic activity such as bodily and limb strains, sprains, breaks, cuts, and bruises. Any activity involving higher degree techniques utilizing the entire body, height or motions involving tricking, gymnastic movement, tumbling, joint manipulation, submissions, usage with martial art instruments handling and release, of such martial art instruments, referred as for martial art weapons training, can cause severe or permanent injury, emotional distress, paralysis, or even death. Without a certain degree of risk, martial arts students would not improve their skills and the enjoyment of the sport would be diminished. Martial Arts training and activities entail certain risks that simply cannot be eliminated without jeopardizing the essential qualities of the activity and/or increasing the level in developing the participant skill to higher levels.
- III. Traveling to and from ABA and to all and/or any events held at locations other than ABA, such as tournaments, field trips, seminars, shows, demonstrations, any and all ABA events and activities raises the possibility of any manner of transportation accidents. Such situations may be caused during mutually agreed carpooling and ridesharing. In any event, if you are injured, you may require medical attention and assistance at your own expense.
- IV. I/We accept and assume such risks and responsibility for the losses and/or damages following such injury, disability, emotional distress, paralysis or death, however caused and whether caused in whole or in part by the negligence of the Releasees named below. I/We expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in the activity is purely voluntary, no one is forcing me to participate, and I/We elect to participate in spite of these risks.
- V. I/We hereby voluntarily RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE, ABA facility used by the participant(s), including its owners, managers, employees, instructors, promoters, lessees of the premises used to conduct the Martial Arts training, activities and/or events, premises, and event inspectors, underwriters, consultants and others who give recommendations, directions or instructions to engage in risk evaluation or loss control activities regarding the ABA facility or events held at such facility and each of them, their directors, officers, agents, employees, all for the purpose herein referred to as "Releasee" ... from all liability to the undersigned, my/our personal representatives, assigns, executors, heirs and next of kin for any and all claims, demands, losses or damages and any claims or demands therefore on account of any injury, including but not limited to the death of the participant or damage to property, arising out of or relating to the event(s) alleged to be caused in whole or in part by the negligence of the releasee or otherwise.
- VI. I/We hereby acknowledge that THE ACTIVITIES OF THE EVENT(S) ARE VERY DANGEROUS and involve the risk of serious injury and/or death and /or property damage and/or emotional distress. Each of THE UNDERSIGNED also expressly acknowledges that INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE RELEASEES.
- VII. EACH OF THE UNDERSIGNED further expressly agrees that the foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the Province or State in which the event is conducted

and that if any portion is held invalid, it is agreed that the balance shall, notwithstanding continue in full legal force and effect.

VIII. On behalf of the participant and individually, the undersigned partner(s), the parent(s) and/or legal guardians(s) for the minor participant, executes this Waiver and Release. If, despite the release, the participant makes a claim against any of the Releasees, the participant, the parent(s) and/or legal guardian(s) will reimburse the Releasee for any money, which they have paid to the participant, or on his behalf-and hold them harmless.

IX. In consideration to a "Minor" participant(s), being permitted by ABA to participate in its activities and to use its equipment and facilities, the parent(s) and/or legal guardian(s) further agree to indemnify and hold harmless ABA from any and all claims which are brought by, or on behalf of the "Minor" participant(s), and which are in any way connected with such use or participation by the "Minor(s)".

X. **I agree that if the participant is a minor,** this Release of Liability and Assumption of Risk agreement is made on behalf of that minor participant and that all of the releases, waivers and promises herein are binding on that minor participant. I represent that I have full authority as parent or Legal Guardian to bind the minor participation to this agreement.

XI. I agree that if the participant is a minor, I further agree to defend, indemnify and hold harmless ABA from any and all claims or suits for personal injury, property damage or otherwise which are brought by, or on behalf of the minor, and which are in any way connected with such use or participation by the minor including injuries or damages caused by the negligence of RELEASED PARTIES, except injuries or damages caused by the sole negligence or willful misconduct of the party seeking indemnity.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT. I FULLY UNDERSTAND ITS TERMS AND I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT. BY SIGNING THIS DOCUMENT, I ACKNOWLEDGE THAT IF ANYONE IS HURT OR PROPERTY DAMAGED DURING MY PARTICIPATION IN THIS ACTIVITY AND FACILITIES AT ABA, I MAY BE FOUND BY COURT OF LAW TO HAVE WAIVED MY OR THE MINORS RIGHT TO MAINTAIN A LAWSUIT AGAINST ABA OR ANY RELEASED PARTIES ON THE BASIS OF ANY CLAIM FROM WHICH I HAVE RELEASED THEM HEREIN. I HAVE SIGNED THIS AGREEMENT FREELY AND VOLUNTARILY WITH ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME. I INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW. I HAVE HAD SUFFICIENT OPPORTUNITY TO READ THIS ENTIRE DOCUMENT. I HAVE READ AND UNDERSTAND THIS ENTIRE DOCUMENT AND I AGREE TO BE BOUND BY ITS TERMS.

Print Name of Participant(s) and Birth Dates: _____

Parent or Legal Guardian Name: _____
Please circle if you are the Parent or Legal Guardian

Address of the Participant: _____

City: _____ State: _____ Zip Code: _____

Home # _____ Cell # _____ Email: _____

Participant Signature _____ Date: _____

Parent/Legal Guardian Signature _____ Date: _____

Authorized by _____ Date: _____

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