

STUDENT APPLICATION FOR MEMBERSHIP AND ACKNOWLEDGEMENT OF RISK AND RELEASE OF LIABILITY

Warning: THIS AGREEMENT WILL AFFECT YOUR LEGAL RIGHTS. READ IT CAREFULLY!
Every Student Must Read and Understand this Waiver before Participating in Martial Arts Activities.

The following waiver of all claims, release from all liability, assumption of all risks, agreement not to sue and other terms of this agreement are entered into by me, the undersigned Student (the "Student") with and for the benefit of **Stronger You**, its directors, officers, employees, volunteers, business operators, agents and site property owners or lessees (the "Organization")

Initial Each Item Below after Reading and Understanding Each Item:

- 1. "Martial Arts Activities" includes but it is not limited to contact and non-contact martial arts activities, lessons, classes, training, use of facilities and services provided to the Student by the Organization.
- 2. I am aware that there are inherent and significant dangers, hazards and risks ("Risks) associated with the participation in Martial Arts Activities. I am aware that the Risks include but are not limited to injury from physical contact with other students, instructors or equipment, performing a skill incorrectly, or potentially dangerous obstacles, conditions or weapons on the floor or vicinity of the Martial Arts Activities. I understand that the Risks are relative to my stat of fitness of health (physical, mental or emotional), and to the awareness, care and skill with which the student conducts him or herself while participating in Martial Arts Activities.
- 3. I freely accept and fully assume all responsibility for all Risks and possibilities of personal injury, death, property damage or loss resulting from my participation in Martial Arts Activities. I freely assume responsibility for my own safety. I agree that although the Organization has taken steps to reduce the Risks and increase the safety of Martial Arts Activities, it is not possible for the organization to market the Martial Arts Activities completely safe. I accept these Risks and agree to the terms of this waiver even if the Organization is found to be negligent or in breach of any duty of care or any obligation to me in my participation in Martial Arts Activities.
- 4. I acknowledge my obligation to inform the nearest employee of the Organization if I feel any pain, discomfort, fatigue or any other symptoms I may suffer during or immediately after my participation in Martial Arts Activities. I understand that I may stop participating at any time, and have the right to immediately withdrawn from any exercise or drill in which the conduct of any party seems beyond the scope of training, making me uncomfortable or which I believe will be harmful to me.
- 5. I confirm that I have reached the age of majority in the Province or Territory in which I am participating in Martial Arts Activities.
- 6. In additional to consideration given to the Organization for my participation in Martial Arts Activities, I and my heirs, next of kin, executors, administrators and assigns (my "Legal Representatives") agree:
 - (a) to waive all claims that I or my Legal Representatives have or may have in the future against the Organization; and
 - (b) to release and forever discharge the Organization from all liability for all personal injury, death, property damage or loss resulting from my participating in Martial Arts Activities due to any cause, including but not limited to negligence (failure to use such care as a reasonably prudent and careful person would use under similar circumstances), breach of any duty imposed by law, breach of contract or mistake or error in judgement of the Organization.
- 7. I agree to be liable for and to hold harmless and indemnify the Organization from all proceedings, claims, damages, cost demands including court costs and costs on a solicitor and own client basis, and liabilities of whatsoever nature of kind arising out of or in any way connected to my participation in Martial Arts Activities.
- 8. I agree that this waiver and all terms contained within are governed by the laws of the Province or Territory in which I am participating in Martial Arts Activities. I hereby irrevocably submit to the jurisdiction of the courts of that Province or Territory.
- 9. I confirm that I have had the sufficient time to read and understand each term in this waiver in it entirety, and have agreed to the terms freely and voluntarily. I understand that this waiver is binding on myself and my Legal Representatives.
- 10. I confirm that I reach the Age of Majority of the Jurisdiction in which I am signing this Waiver, and that I am completely it with full knowledge and capacity to the understand its contents and intent.
- 11. I am the Parent/Guardian of the Student and am executing this waiver on behalf of the Student in my capacity as Parent/ Guardian and with the intent that this waiver be binding on myself and the Student for all purposes.

Please Print Clearly

Student Name: _____

Student Address: _____

City: _____ Province: _____ Postal Code: _____

Student Signature

Organization Witness Name

Organization Witness Signature

Signed this _____ day of _____ 20 _____ at _____