



Release & Waiver of Liability and Indemnity Agreement

In consideration of being permitted to participate in any way, at any location, and at any time in a SwiftKick Martial Arts, Inc. program, activity, or event, the participant and/or the parents or legal guardians of the minor participant named below agree(s):

1. Prior to participation in any martial arts activity, program, or event, the participant, or the parents or legal guardians of the minor participant, will inspect the facilities and equipment to be used, and if the participant or the parents or legal guardians of the minor participant believes anything is unsafe, they will immediately advise SwiftKick Martial Arts, Inc. of such condition and **refuse to participate further.**
 - A. I, the participant, or the parents or legal guardians of the minor participant(I/we) understand and agree that if at any time I/we feel anything to be unsafe: I/we will immediately take all precautions to avoid the unsafe area and **refuse to participate further.**
2. I/we fully understand and acknowledge that:
 - A. There are risks and dangers associated with participation in martial arts events, programs, 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 anyone or are not reasonably foreseeable at this time.
3. I/we accept and assume such risk and responsibility for the losses and/or damages following such injury, disability, paralysis, or death, however caused and whether cause in whole or in part by the negligence of the releasees named below.
4. **I/we hereby release, waive, discharge, and covenant not to sue SwiftKick Martial Arts, Inc.** or its officers, directors, employees, and agents; the martial arts facilities used by the participant, including its owners, managers, promoters, leasees of premises used to conduct a martial arts event, activity or program and event inspectors, underwriters, consultants and others who give recommendations, direction, instructions to engage in a risk evaluation or loss control activities regarding the martial arts facility or events held at such facility and each of them, their director's 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 there for an account of any injury, including but not limited to the death of the participant or damage to Property, arising out of or relating to events caused or alleged to be caused whole or in part by the negligence of the releasees or otherwise.**
5. **I/we hereby acknowledge that the activities of the events, programs and activities are very dangerous and involve the risk of serious injury and or death and/or property damage. Each of the undersigned also expressly acknowledges that injuries received may be compounded or increased by negligent rescue operations or procedures of the releases.**
6. I/we give SwiftKick Martial Arts, Inc. (SwiftKick) permission to use my name, likeness, image, voice, and/or appearance as such may be embodied in any pictures, photos, video recordings, audiotapes, digital images, and the like (the "Recordings"), taken by or made on behalf of SwiftKick. I also agree that SwiftKick

shall be the exclusive owner of the results and proceeds of any such Recordings with the right throughout the world, an unlimited number of times in perpetuity, to copyright, to use and to license others to use, in any manner, all or a portion thereof or a reproduction thereof in connection with any SwiftKick program or otherwise. For purposes of clarity, I expressly waive any and all moral rights I may have in connection with my appearance.

I further agree that SwiftKick may use and license others to use my name, voice, likeness, and biographical material concerning me which I may provide, in any and all media and in the promotion, advertising, sale, publicizing and exploitation of any SwiftKick programs and/or otherwise and ancillary products for example merchandise, in connection with SwiftKick's programs and in connection with their production company or company affiliated services, throughout the world in all media, an unlimited number of times in perpetuity. I further represent that any statement made by me during my appearance are true, to the best of my knowledge, and that neither they nor my appearance will violate or infringe upon the rights of any third party.

I hereby waive any right of inspection or approval of my appearance or the uses to which such appearance may be put. I acknowledge that SwiftKick will rely on this permission without cost to SwiftKick and hereby agree not to assert any claim of any nature whatsoever against anyone relating to the exercise of the permission granted hereunder.

7. **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, activity, or program 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.**
8. **On behalf of the participant and individually, the undersigned parents and/or legal guardians for the minor participant executes this waiver and release. If, despite this release, the participant makes a claim against any of the releasees, the parents and/or legal guardians will reimburse the releasees for any money which they have paid to the participant or on his behalf and hold them harmless.**

I/WE HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I/WE HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME/US AND INTEND MY/OUR SIGNATURE(S) TO BE COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.