



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. ("SwiftKick") 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 of such a 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 releasee 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, howsoever caused and whether caused in whole or in part by the negligence of SwiftKick.
4. 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.

5. I/we give 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, use, and 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, advertisement, sale, publicity, 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 is 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.

6. 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 indemnify and reimburse the releasees for any money which they have paid to the participant or on his behalf and hold them harmless.
7. IN ADDITION, THE UNDERSIGNED ACKNOWLEDGES THAT NOVEL CORONAVIRUS ("COVID-19") INFECTIONS HAVE BEEN CONFIRMED THROUGHOUT THE UNITED STATES, INCLUDING SEVERAL CASES IN CALIFORNIA. IN ACCORDANCE WITH THE MOST RECENT GUIDANCE AND PROTOCOLS ISSUED BY THE WORLD HEALTH ORGANIZATION (WHO), THE CENTERS FOR DISEASE CONTROL AND PREVENTION (CDC), THE CALIFORNIA DEPARTMENT OF HEALTH (CDH) FOR SLOWING THE TRANSMISSION OF COVID-19, THE UNDERSIGNED HEREBY AGREES, REPRESENTS, AND WARRANTS THAT NEITHER THE UNDERSIGNED NOR SUCH PARTICIPATING CHILDREN SHALL VISIT OR UTILIZE THE FACILITIES,

SERVICES, AND PROGRAMS OF SWIFTKICK (OTHER THAN ANY EXCLUSIVELY ONLINE SERVICES AND PROGRAMS) WITHIN 14 DAYS AFTER (I) RETURNING FROM HIGHLY IMPACTED AREAS SUBJECT TO A CDC LEVEL 3 TRAVEL HEALTH NOTICE, (II) EXPOSURE TO ANY PERSON RETURNING FROM AREAS SUBJECT TO A CDC LEVEL 3 TRAVEL HEALTH NOTICE, OR (III) EXPOSURE TO ANY PERSON WHO HAS A SUSPECTED OR CONFIRMED CASE OF COVID-19. THE CDC TRAVEL HEALTH NETWORK IS CONTINUOUSLY UPDATING THIS LIST AND THE UNDERSIGNED AGREES THAT THEY ARE AWARE OF THIS LIST AND THE COUNTRIES LISTED.

8. THE UNDERSIGNED AGREES TO CHECK THE CDC TRAVEL HEALTH NOTICES LIST ([HTTPS:// HTTPS://WWWNC.CDC.GOV/TRAVEL/NOTICES](https://wwwnc.cdc.gov/travel/notices)) PRIOR TO UTILIZING THE FACILITIES, SERVICES, AND PROGRAMS OF SWIFTKICK, ON A DAILY BASIS IF NECESSARY. THE UNDERSIGNED HEREBY AGREES, REPRESENTS, AND WARRANTS THAT NEITHER THE UNDERSIGNED NOR SUCH PARTICIPATING CHILDREN SHALL VISIT OR UTILIZE THE FACILITIES, SERVICES, AND PROGRAMS OF SWIFTKICK IF HE OR SHE (I) EXPERIENCES SYMPTOMS OF COVID-19, INCLUDING, WITHOUT LIMITATION, FEVER, COUGH OR SHORTNESS OF BREATH, OR (II) HAS A SUSPECTED OR DIAGNOSED/CONFIRMED CASE OF COVID-19. THE UNDERSIGNED AGREES TO NOTIFY SWIFTKICK IMMEDIATELY IF HE OR SHE BELIEVES THAT ANY OF THE FOREGOING ACCESS/USE RESTRICTIONS MAY APPLY.
9. SWIFTKICK HAS TAKEN CERTAIN STEPS TO IMPLEMENT RECOMMENDED GUIDANCE AND PROTOCOLS ISSUED BY THE PUBLIC HEALTH AGENCIES FOR SLOWING THE TRANSMISSION OF COVID-19, INCLUDING, WITHOUT LIMITATION, THE ACCESS/USE RESTRICTIONS SET FORTH ABOVE. THE UNDERSIGNED ACKNOWLEDGES AND AGREES THAT SWIFTKICK MAY REVISE ITS PROCEDURES AT ANY TIME BASED ON UPDATED RECOMMENDED GUIDANCE AND PROTOCOLS ISSUED BY THE PUBLIC HEALTH AGENCIES AND FURTHER AGREES TO COMPLY WITH SWIFTKICK'S REVISED PROCEDURES PRIOR TO UTILIZING THE FACILITIES, SERVICES, AND PROGRAMS OF SWIFTKICK THE UNDERSIGNED FURTHER ACKNOWLEDGES AND AGREES THAT, DUE TO THE NATURE OF THE FACILITIES, SERVICES, AND PROGRAMS OFFERED BY SWIFTKICK, SOCIAL DISTANCING OF 6 FEET PER PERSON AMONG CHILDREN AND THEIR CAREGIVERS IN A CHILDCARE SETTING IS NOT POSSIBLE. THE UNDERSIGNED FULLY UNDERSTANDS AND APPRECIATES BOTH THE KNOWN AND POTENTIAL DANGERS OF UTILIZING THE FACILITIES, SERVICES, AND PROGRAMS OF SWIFTKICK AND ACKNOWLEDGES THAT USE THEREOF BY THE UNDERSIGNED AND/OR SUCH PARTICIPATING CHILDREN MAY, DESPITE SWIFTKICK'S REASONABLE EFFORTS TO MITIGATE SUCH DANGERS, RESULT IN EXPOSURE TO COVID-19, WHICH COULD RESULT IN QUARANTINE REQUIREMENTS, SERIOUS ILLNESS, DISABILITY, AND/OR DEATH.

10. In further consideration of being permitted to enter SwiftKick for any purpose including, but not limited to, observation or use of facilities or equipment, or participation in any on-site or off-site program affiliated to SwiftKick, the undersigned hereby agrees to the following:
11. THE UNDERSIGNED, ON HIS OR HER BEHALF AND ON BEHALF OF SUCH PARTICIPATING CHILDREN, HEREBY RELEASES, WAIVES, DISCHARGES, AND COVENANTS NOT TO SUE SwiftKick, 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, and 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, SwiftKick's directors, officers, employees, volunteers, and agents from all liability to the undersigned or such participating children and all personal representatives, assigns, heirs, and next of kin of the undersigned or such participating children for any loss or damage, and any claim or demands on account of any property damage or any injury to, or an illness or the death of, the undersigned or such participating children (or any person who may contract COVID-19, directly or indirectly, from the undersigned or such participating children) whether caused by the negligence, active or passive, of SwiftKick or otherwise while the undersigned or such participating children are in, upon, or about the premises or any facilities or equipment therein or participating in any program affiliated with SwiftKick. The undersigned expressly and knowingly waives all rights under California Civil Code Section 1542, which provides: "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."
12. THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS SwiftKick, its directors, officers, employees, volunteers and agents, and each of them, from any loss, liability, damages or costs they may incur, whether caused by the negligence, active or passive, or otherwise while the undersigned or any participating child is in, upon, or about the premises or any facilities or equipment therein or participating in any program affiliated with SwiftKick. The undersigned understands and agrees that SwiftKick is not required to provide insurance to cover the undersigned or such participating children in the event they suffer illness, injury, death, property loss, theft, or damage of any sort upon, or about the premises or any facilities or equipment therein or participating in any program affiliated to SwiftKick.

13. The undersigned agrees and acknowledges that use of SwiftKick facilities and services, and participation in SwiftKick programs, may involve inherent danger and risk, including, without limitation, the risk of physical illness or injury, death, or property damage. THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR, AND RISK OF ILLNESS, BODILY INJURY, DEATH OR PROPERTY DAMAGE to the undersigned or such participating children due to negligence, active or passive, or otherwise while in, about, or upon the premises of SwiftKick and/or while using the premises or any facilities or equipment thereon or participating in any program affiliated with SwiftKick. The undersigned acknowledges that any illness or injuries that the undersigned or such participating children contract or sustain may be compounded by negligent first aid or emergency response of the Releasees and waive any claim in respect thereof.
14. THE UNDERSIGNED further expressly agrees that the foregoing ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the laws of the State of CALIFORNIA and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.
15. Have carefully read and voluntarily sign this assumption of risk, release and waiver of liability, and indemnity agreement and further agree that no oral representations, statements, or inducement, apart from the foregoing written agreement have been made. I am aware that by agreeing to this agreement I am giving up valuable legal rights, including the right to recover damages from SwiftKick in case of illness, injury, death, or property loss or damage, including, for the avoidance of doubt and without limitation, exposure to COVID-19 at any SwiftKick facility or program and any illness, injury, or death resulting therefrom. I understand that this document is a promise not to sue and a release of and indemnification for all claims. If signing on behalf of minor: I also understand that this agreement is made on behalf of my minor child(ren) and/or legal wards and I represent and warrant to SwiftKick that I have full authority to sign this agreement on behalf of such minor(s).

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.

Participant name: _____ Sex _____ Birth date ____/____/____

Participant name: _____ Sex _____ Birth date ____/____/____

Street address: _____

City _____ State _____ Zip code _____

Home phone # _____ Cell # _____

Email _____

Are there any health issues?

Participant or Parent/Legal Guardian's signature:

Print name _____ Date _____

Rev 5/22/2020