**WAIVER AND RELEASE OF LIABILITY**

Before beginning any type of martial arts training or any kind of exercise program, you should first consult your physician. While training, serious injuries are possible, including sprains, strains, twists, cramps, and other injuries of similar magnitude. Individuals training in the martial arts can expect to encounter these injuries infrequently. The possibility of more serious injury exists, including fractured bones, broken bones, and torn ligaments, though not all martial artists encounter such serious injuries. As with any martial arts training or physical activity, there also exists the remote possibility of crippling or death. During any martial arts training or exercise, if you feel dizzy or faint or experience any pain whatsoever, you must stop immediately and without delay seek the advice of a physician or health care professional.

In consideration of being allowed to participate in any way in instruction or training, or any other program, seminar, related events and activities associated with Center of Defensive Arts/CODA West Martial Arts, including travel to and from any practice, training seminar, and related events, the undersigned:

1. Agree that prior to participating, they will inspect the facilities used and equipment to be used, and if they believe anything is unsafe, they will immediately advise their instructor, coach or supervisor or facility personnel of such condition(s) and refuse to participate.

2. Acknowledge and fully understand that they will be engaging in activities that involve risk of serious injury, including permanent disability and death, and severe social and economic losses which might result not only from their own actions, inactions or negligence but the actions, inactions or negligence of others, the rules of training, or the condition of the premises or of any equipment used. Further, there may be other risks not known or not reasonably foreseeable at this time.

3. Know and understand the risks involved in the instruction and training with Center of Defensive Arts/CODA West Martial Arts and assume all the foregoing risks and accept personal responsibility for the damages following such injury, permanent disability or death.

4. Consent to the use of any photographs, pictures, film or videotape taken of them or provided by them for publicity, promotion, television, websites or any other use, and expressly waive any right of privacy, compensation, copyright or other ownership right connected to same.

5. Release, waive, discharge and covenant not to litigate or sue Center of Defensive Arts/CODA West Martial Arts, or any of its affiliates, instructors, their respective administrators, directors, officers, agents, members, coaches, and other employees and volunteers of the organization, other participants, their parents and guardians, sponsoring agencies, sponsors, advertisers, and, if applicable, owners and lessors of premises used to conduct the instruction, all of which are hereinafter referred to as “Releasees” from any and all liability to each of the undersigned, his or her heirs, assigns, personal representatives and next of kin for any and all claims, demands, losses or damages on account of injury including permanent disability and death or damage to property, caused or alleged to be caused in whole or in part by the negligence of the Releasees or otherwise.

6. Further expressly agree that the foregoing waiver and release is intended to be as broad and inclusive as is permitted by the laws of the State of Missouri and that if any portion is held invalid, it is agreed that the balance shall, notwithstanding continue in full legal force and effect.

7. Agree that all movements learned will be used for self-defense purposes only, and only as a last resort.

8. Parents or legal guardians of minor participants (under age 18) additionally agree that they will instruct the minor participant to the above warnings and conditions and their ramifications, and that they consent to the minor’s participation.

Name of Participant (PLEASE PRINT): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Age of Participant: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Parent/Guardian (PLEASE PRINT): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contact Information:

Phone Number: Home \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Cell \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Email Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_